

Alcure Stated: Being A REPLY TO Mr. FELINGER'S Alcurer Cast.

Whereto are adjoyned, some
Animadversions On

Mr. Bolton's and Mr. Capel's

DISCOURSES,

Concerning the same Subject.

Written By T. P.

Cicero de Offic. l. 2, p. 89.

In illo autem altero genere largiendi, quod à liberalitate proficiuntur, non uno modo in disparibus causis affecti esse debemus: alia causa est ejus qui calamitate premitur; ejus, qui meliores querit, nullis suis rebus aduersis.

L O N D O N:

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TO AN ENTHUSIAST
THE
PREFACE.



Here have been in
these latter days
many nice and
curious inquiries
brought upon the
Stage, which tend
to strife (beside
some other that

directly lead to ungodliness) and therefore
may be referred to that vain Jangling
censured by the Apostle; as no way con-
ducing to the enlightning of the Under-
standing, the reformatting the Life, or
directing the Practice.

To these appertains not a modest inqui-
ry concerning the making gain of Loan,
Whether, and how far it may be Law-
ful? Practice relating thereto being so
common, and the most of Professors one
way or other Interested therein; a due
and right information seems very requi-
site, and the just stating of the Question
of no small importance; both extremes
being

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being of ill consequence: the danger on one hand is, lest by setting the bounds too wide, the Floodgates to many unjust and unchristian practices be drawn up, which of their own accord break in too fast. On the other hand, by a too rigid and severe prohibition of Usury in all its kinds and degrees, be they never so moderate, there is danger, lest the Interest of the Nation be prejudiced, the Consciences of many be wounded, and the Credit of more blasted. The vindication of either of these were enough to justify me in this design and attempt (whatsoever the success be) much more where there is a concurrence of all three.

The Advantage and Interest of this Nation is not a little concerned in the matter of Lending for gain: This way many Thousands of Pounds come to be employed in Trading and Merchandizing, which would otherwise be diverted to other uses, or hoarded up to no use, wherein would necessarily follow the decay of that which is the support of this Island. Lending being on all hands acknowledged necessary to the upholding of the Common wealth, there is little reason to imagine

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give this Lending would be so constant and common, without some encouragement to the Lender.

The Conscience of Christians, as well as the welfare of the Nation, is concerned in the Question of Usury : the practice whereof having gotten an ill name, and much decried, and constantly battered by objections taken from Scripture and Fathers, by Men of Note, Eminency, and Learning ; and there having been so little written by way of vindication in our English Tongue ; I think there is ground enough to fear, that there are divers found, no Strangers to the practice, who do it with a doubting Conscience, as not fully satisfied in the Lawfulness of the thing practised. There are some also that lay scruples in the way of the Giver, as well as Taker of Use, condemning both the one and the other.

And seeing where Conscience is engaged, Credit and Reputation cannot be un-concerned ; there are many sober and Conscientious Christians, Lending for gain, that deserve to have their Innocency cleared up, and Names vindicated from those foul

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foul aspersions that are cast upon them by such as are contrary-minded, and by none more than by the late Author of the Usurper Cast : The which bears in hard upon Mens Credit and Conscience, charging every one with damnation that takes any thing by way of gain or recompence for Money Lent. A heavy charge indeed; if true; but whether so or no, is the design of this following Discourse to inquire.

The handling whereof hath been design-
edly managed with that plainness and fa-
miliarity of Stile and Language that was
requisite to suit with the Capacities of
those that mostly need satisfaction in this
Controversie.

I have all along called in the help of
several of our modern Learned Writers,
both Divines and others: And probably I
may incur censure for Larding my Dis-
course with so frequent Quotations, but I
thought I could do no less, to counter-bal-
ance the opposite plea that is usually taken
from numbers and Learning: thereby to
make it appear, that the opinion I plead
for, is neither so strange nor uncounted, as
some would overrule upon the Worlds be-
lief:

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lief: And that there is no such cause of being ashamed of owning that Judgment or practice, the which hath been pleaded for by Men of such Renown and Eminency in the Church of God, both for Piety and Learning. It was a Sage Observation of the Roman Orator, That it often comes to pass, that what was generally counted disgraceful, may intime be found not to be so.

I have now and then made use of the testimonies of Cicero and Seneca, two of the Learnedst of the Roman Moralists, to rebate the plea that is made from the Light of Nature: but I have sought for no help from Monkish stories, such as that of Frier Bertoldus, or Don Antonio. Neither shall I Court the Patronage of Greatness, a Priviledge that lies as open to Error as Truth: but let Truth stand upon its own Basis, and be its own supporer: it being every way sufficient thereunto, provided it obtain liberty for self-defence, and a fair hearing.

If after all my care to prevent it, any shall think or say, that I have taken on me the defence of griping Usury, unchristian dealings

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dealings, or uncharitable practices, the Book it self will prove a sufficient witness against all such Calumniations : The main design whereof, is not to decrease Charity in lenders ; but to give check to the increase of uncharitableness in Censurers.

I have also made some inspection into Mr. Bolton's Discourse of Usury, whether the Author I Reply upon, is wont to go to sharpen his Weapons. I have besides examined some passages of Mr. Capel, in his Book Of Tentations, relating to the same Subject : And all these finished for above a Year since, as here represented, saving some few alterations (mostly omissions) thought good to be made in the last Transcribing.

Concerning the whole, I can say ; that I have done it in the integrity of my heart, with a true desire to further the light, comfort and satisfaction of Christians ; the which, if attained by any, in some measure, Let him give God the Glory, whose Right alone it is.

March 11.

1677.

A Reply



A
R E P L Y
T O
Mr. FELINGER'S
Usurer Cast.



H E Philosopher
saith, *The way to
teach well, is to
distinguish well :
whoever then dis-
tinguisheth ill, or
not at all, teacheth
ill.* This I observe

is one grand de-
fect in *The Usurer Cast*; as proving an
inlet to all those uncharitable Censures, run-
ning (like blood in the body) through all

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the parts thereof: In that, with the grossest oppression and most griping exaction, he blends and huddles up the receiving or expectation of the least gain on the account of Mony lent; bringing the persons that do the one and the other, under the same censure and condemnation; and within his circle taking in the greatest part of the Nation; few escaping (as he saith) his *Anatomy*.

Epist.
Dedic.

Of Sacra-
ments

p. 213.

With a more tender hand, and candid spirit did Pious Learned Vines write, whose words are these:

To render a sin manifest and notorious, I suppose, first its requisite, that it be manifestly a sin, and this is Quæstio juris [an enquiry of what is right] for a thing may be commonly cried down under the name of an enormous crime, and yet indeed be very doubtful: I instance in Usury; where the question is, what it is? then, whether this in question be Usury? then, whether all Usury be sinful? for there are great Names of Learning and Godliness, who upon considerable reasons do deny it, &c.

Such expressions as by the Fathers were used as Rhetorical flourishes, or by them and others designed against oppressive, exacting Usurers, hath Mr. J. taken the pains to collect; and crown the heads of others with, that little deserve them. With him every one that taketh gain upon Loan,

is

is a Dog, like the Devil, an Extortioner, p. 21, &c.
an unjust person, a biter, a thief, covetous,
a destroyer, a merciless person, Murderer,
Baptised Jew, made equal with Adulterers,
of the generation of Vspers, is not in case to
give an Almes, &c. with other Titles of the
like nature; the which, whether of right
they do belong to the persons by him inten-
ded, will in some sort appear by the sequel
of this discourse.

For the right stating whereof, and for
the timely preventing of prejudices and
mistakes, lest what is here written should
be by any surmised to be designed for the
justifying or palliating extravagant actings,
I think it necessary to premise;

There are several practices of men, com-
monly passing under the name of Usury, the
which are not only condemned in the holy
Scriptures, but have in most Ages, and
Countries been deservedly made infamous,
both by Laws and Punishments; as also by
Godly Writers in these respective Ages
and Places. To which rank belong a cru-
el griping of the Poor and Indigent, a ri-
gorous and merciless exacting of Debts,
a taking all possible advantages for to in-
veigle other Mens Estates, and exceeding
those Bounds that are prescribed by Law,
and common Equity; a devising of sundry
cunning sleights in Contracts, that are con-
trary to plain and honest dealing, with ma-

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ny other unwarrantable pretences and cloakes, too commonly made use of by men for the increasing their own gain by others loss; all which bear the name of Usury, and under that Notion; taken notice of by the Expositor of the Catechism used in the *Low-Countries*, and in the Dominions of the County *Palatine*.

By *Jer. Basting*
P. 226.

In condemning things of this or the like Nature, I dare say, there's none of his Brethren would scruple to joyn with him: but whiles he overdoes it, and under the same condemnation brings all others, that receive any thing back above the Loan, or that have but an intention or expectation of gain on that account; it must not be thought strange, if all men are not of his mind herein.

Let it be considered, whether it be not a likely way to strengthen the hands and harden the hearts of griping Usurers, to joyn with them a great part of this and other Nations; and among these too, many sober, serious, pious, learned persons: I say again, such confused writing of things and persons, as we find in this Treatise, is a more likely way to harden Oppressors and greedy Cormorants in their unjust and rapacious practices, than to convince them, or abate the number of them.

Mr. J. makes choice for the ground-work of his discourse, of *Psal. 15. 5.* He
that

that putteth not out his Money to Usury: from whence he observes, No Usurer living and dying in the Sin of Usury can be saved. To counterballance his argumentation from this Text, I shall cite Mr. Dixon's Commentary on the same. A Sixth fruit (saith he) and evidence of faith, is dispensing with Commodity, when God by a special reason calleth for so doing, albeit otherwise a man might take reasonably more gain; many of such sort of cases do occur in Merchandize, and in exacting of Rents and Debts, as circumstances may teach, when and where God calleth for most moderation: Such was the judicial dispensing with Commodity, put upon the Jews for loosing the Toke of a Bought Servant, being a Jew, at at the end of six years, and quitting of Houses and Lands bought from a Jew, at the Year of Jubilee, how dear soever it cost the Buyer; and not taking Usury of a Jew, wherein the Jew was privileged above men of another Country: for in all these three particulars, it was lawful for the Jew to do otherwise with other Country-Men, viz. In buying a Servant from a Stranger of another Country, and transmitting it to his own Posternity; and taking Usury of a Stranger, according to the Rate which was acknowledged on all hands to stand with Equity; which Commodity if an Israelite did not dispense with toward an Israelite, it made him short

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of this commendation of the true Israelite,
who putteth not his Money to Usury.

Thus far Mr Dixon, who understands
the Law concerning Usury, with several
others, to be peculiar to the Jewish Nation
and Common-wealth.

p. 8.

To Mr. J. personating David, I shall
say, unless he use David's sling with Da-
vid's spirit, it were better he let it alone;
lest letting flee, as he does, amongst such a
heap and Conglomeration, (as he calls them)
such a mixt multitude, I mean, as take in-
crease, instead of Goliath, he hit some that
truly fear God, wounding his little ones,
and making sad those hearts he ought not;
and so be brought to Confession and Re-
cantation with Job's three friends, that
spake not aright of God, and to the grief
of his Servant Job.

Chap. 3.

The several Names by him mention'd as
given to Usury, I shall not here concern
my self in; there having been, and still is
such rigid exactation and bitter oppression in
the world, whereto all his Titles and Ety-
mologies attending properly belong.

p. 10.

But Interest he will not have called;
Why not? Seeing Interest is *an Overplus above the Principal*, the which he confesseth
the Antient Doctors of the Church call U-
sury. Let us see his reason to the contrary.
Interest with him is lawful, because properly
tis damage Money to be paid for the keeping back

back of a Mans Money. Mark the Nicety; It is unlawful in his Account for a man to receive from another any thing for the possession and use of his Money; but, saith he, for the same Money unduely kept back 'tis lawful to receive damage Money. That is, in other terms, if you lend your Money for a half year only, it is unlawful to take Use for the Money so lent, whatsoever losſ is by you sustained; but if the person to whom the loan is made, keep it beyond the time Covenanted, then you may take (if not Use, yet) damage Money for the detaining thereof. If Interest may be paid, why is it not as lawful for me to give for the Improvement I have made of anothers Money, as for the losſ he hath sustained by the loan?

The weakness of such reasoning with the nicety of such distinguishing, I find sufficiently laid open by the famous *Grotius*; *Video à plerisque, &c.* I perceive (faith he) that most of those, who condemn Usury contracts, do not disallow of such Usury as doth arise from delay, and thereupon grant, that unless the loan be returned at the time appointed, I may contract for Usury, but what other is this, save to affix the Law to words, and not to things? For, if that opinion be received, it shall be lawful thus to covenant; unless you repay within three days, you shall give so much for delay; if so be the mention of those

Annotations
in Luc.
6. 35.

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three days were omitted, the Contract would be unlawful; such are the Subterfuges of words, whereby the subtlety of the Schools defends it self, which when applyed to things, then its vanity appears.

In Grotius his Account then, this legitimating, paying for delay, by such as plead against all use, is but a hard shift they are driven to, a playing with words or a meer evasion.

I would be satisfyed, if Mr. J. please in these following Inquiries; 1. Whether it be lawful for one that lends, to *Expect* something for his loan, upon a supposition of this delay? 2. Whether it was lawful for a Jew lending to his poor Brother, to receive this *Damage-Money*? 3. Whether, if Damage make the gain thereupon taken lawful, one that puts out his Money for a year to his damage, may not as justly receive satisfaction for that years damage sustained; as for what accrues in the years following, when the time is expired and payment delayed? with what ballances do they weigh, that hold it lawful to receive *Interest-money* either upon the Account of *gain-ceasing*, or *loss sustained*; and yet condemn the receiving any profit for a certain sum lent for several years; seeing it is so hard to make an universal Distinction between the one and the other?

I attend his motion onward: *Damage-money*

money (saith Mr. J.) is to be paid for the keeping back of a mans money ; when it was due Whereas, say I, it was by the Lenders voluntary consent , that the Money was at any time *undue* ; being he might have kept it at first in his own hand if he pleased ; and by the like voluntary consent it might have continued *undue* for a longer season.

I come to the Definitions of Usury produced by him ; some whereof place it, in *Exacting gain*, others in the *Compact or Covenant*, he also in the *Expectation*; Though Mr. J. frequently boasts of the numbers standing on his side, yet he produceth very few, that go hand in hand with him, in stating it so high, viz. in the expectation or hope of any gain.

His own Definition is this, *Usury is a certain and absolute gain, compacted for, or expected, and taken for the loan of things, which may be consumed in the use thereof.*

I know not whether this Definition be to be taken in a compounded or divided sense ; I mean, whether this gain, to make it complete Usury , must be both *certain and absolute, compacted for, expected and taken, &c.* or else any one of these differences added unto gain, as the *Genus*, may be enough to make it Usury, provided it be, for the loan of things, which may be consumed in the Use thereof. If it must be taken in a divided sense (as the disjunctive particle would

would inforce) then some terms are redundant and superfluous; but if it be taken in a Conjunctive Sense, then whatsoever gain so taken or expected, is not absolute and certain; but uncertain and conditional is not Usury; so also, when the same is expected, but not compacted for. Besides, This limitation of absolute and certain (whatsoever the rest be) is not scriptural; but added ('tis like) on purpose to salve Adventuring from being Usury; For all the other parts of the Definition agree thereto. So doth his second Definition, which is, *Whatsoever is more than the principal, compacted for, or expected, and taken for the loan of things, which may be consumed in the use thereof.* The like doth that taken from Ambrose, viz. *Whatsoever is more than the Principal is Usury;* as also that other Definition, which he says is generally received, viz. *All that a man takes over and above the Money lent;* Such, I say, is gain upon adventure.

The which being denied by Mr. J, let us examine his Reasons; *The gain of adventuring (faith he) depends upon the Ships safe coming and going.*

And so doth the gain of loan, and principal too, depend on many mens single honesty, ability and integrity; or if it did not, there is in the former proportionable gain that answers the hazard, in that the adventurer takes three times the gain (or more) that

that the other takes, who lends upon Use.

He adds, *Because the Principal is lost, if the Ship be lost.* I Reply, so the lenders principal is lost, if the Debtor break; and so too the Adventurers gains be great, if Ship or Bills return.

He goes on with Explaining the Term of the Definition; *It is gain compacted for; ---thus much thou must pay me for Use.*

Reply, He is not ignorant, that some lend without such a Compact, the which yet escape not his censure. It shall suffice here to say, that it is the law that bounds and limits the sum to be taken; and ordinarily to take, what the Law (grounded on Equity) allows, I see not the Injustice; for if it be the Law, that distinguishes propriety, and in some cases, with us of this land, states the price betwixt buyer and seller, why it may not do so here in our Case, I understand not. *Or Expected or Intended.*

Mr. F.

This is pleaded from our Saviours Injunction, *Luke 6. 35. And lend hoping or looking for nothing again.* This being the place of Scripture he builds so much confidence on, and so often quotes to prove their state damnable, that expect any the least gain from Loan: In the sense hereof, if he be mistaken, (as I doubt not to make it appear that he is) then down totters his Definition, with all the harsh censures built thereon.

For his two Divines here cited by him to strengthen

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strengthen his Interpretation of this Text, I shall give him by and by several others, that put other senses upon the same, and these more probable.

In the mean time I shall demand, whether this *intention*, or expectation of gain were Usury under the Law, afore these words were spoken by Christ; or was it unlawful under the Law to lend hoping for any thing again, from any hand whatsoever? if yea, where was the same prohibited? produce the Text: But the contrary can be shewn, in that lending to Strangers for gain was allowed; and therefore gain expected, did not universally lay open the expectant to censure. But if this be only a Definition of Usury under the Gospel, then he necessarily falls in with those which hold, that Christ did not only interpret, but added to, and perfected the Law by new Counsels.

He asserts, *And taken*, as part of the Definition, yea, enough to make it Usury, if *Jerom* may be judge, whom he brings in saying: *Whosoever it be that a man taketh above that which he gave or lent, is called Usury or an overplus.* If this be true, it makes against Interest and a free gift too, (which are yet by Mr. J. allowed) for both these are taken. We understand farther from him, that this *taking* must be neither directly nor indirectly, neither by himself

self or another, as if it were some bribe or Simoniacal Contract.

He superadds, for *Loan*; for that is the Ingredient that poysons all. I may then receive a free gift from a rich man, be it Mony, House or Land: but if I expect, or receive any of these from him upon the account of *Loan*, this is the sin of *Usury*.

But why may not any thing be taken for *Loan*? because *Loan* ought to be gratuitous: Of a truth this is a free borrowing, or rather begging the question, taking that for granted, and using it as an argument which is the very thing to be proved: How proves he that taking gain for mony lent is unlawful? his reason is, because all *Loan* ought to be free. How doth he prove that all lending even to men able to make recompense ought to be free? that of *Luke* 6. 35. will prove no more but that we ought to lend freely to some persons there intended, viz. the Poor; so say most Divines that I have met with on this Subject; at present I shall name but one, viz. Mr. *Taylor*: On *Tit. 2. 12. p. 471.*

Thirdly, (faith he) be ready to distribute and lend freely to the Poor, looking for nothing again; for there is injustice as well in withholding that which Gods Word hath made another mans Due, as in purloining his Right from him: Now the Word commanding to give to the Poor according to every ones ability, and to lend to the Poor Members of Christ,

Christ, if need require, freely; to be hard-hearted and strait banded in these cases, is to be unjust, &c.

But if all lending must be free, then let this contract pass under another name, and that sore is healed. Hear Ames;

De Cons.
l. 5. c. 44. That all Usury is generally and absolutely unlawful, can solidly be proved by no natural reason: Not of those who say that lending of its own nature ought to be free; for neither can this be proved; that all lending, howsoever circumstantiated, ought to be free; and if this were granted, nothing else would thence follow; but that lending, if it be not freely done, passeth into some other Contract, either named or unnamed; either simple or compound.

The Opposer for proof of his last assertion, brings in God saying, (Deut. 23. 19.) Thou shalt not lend upon Usury, but that is elsewhere limited, to thy poor Brother.

The close of his Definition is, for Loan of things which may be consumed in the use thereof, from Deut. 23. 19.

Reply: If money be consumed in the use thereof; yet Houses, and Fields, and Land, and Wares remain which were purchased by the consumption of this money lent. Of no more strength is that argument which is taken from the selling of Wine and the use thereof, which arguing, I find before-hand confuted by Learned Ames, saying,

ing, It cannot be proved by those who alledge, that in such things as are consumed in using, the dominion is not distinguished from the use, and therefore nothing can be taken for the use, beyond the worth of the thing, or the thing it self: for it is answered, the gain is not received merely for the use of the thing lent, as to its substance; but as to its worth or fruit, which remains after the substance is consumed, and subsists often in things which are not consumed in using; as also for the office and act of lending, from whence the borromet makes his advantage.

Rivet answers the same Objection; *Quod autem instant, &c.* whereas they urge, That the use of money is it's consumption, but in such things, wherein the Use is the same with the Consumption, in these the Use is not separated from the Propriety; neither may distinct things be received for both; as Wine and the Use of Wine cannot be sold apart, because this is the very consumption of the Wine: That is easily answered, by distinguishing the ambiguity of the Word Use, which signifies either the Consumption of the Money, or the profit gotten from the Money consumed; although therefore the Proprietary of the Money, and the right of consuming it, or the Use cannot be separated; yet the Consumption it self is one thing, and the profit or gain thence arising is another; the consumption is but once computed, nor twice; and

Rivet. Ex-
plic. Dec.
p. 287.

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the gain also is once computed ; an equal sum is repaid for the principal Money consumed , and somewhat beside is not unjustly demanded for the undue Office of lending , and for the time wherein the Money was detained , and for the Creditors missing the means of increasing his own Estate .

So then the light Mr. J. promiseth from the Argument of Wine , and it's Use , as distinct , will prove but darkness . And the *Cavil* (if there be any) between things sett and lett , and such as are consumed in the Use thereof , remains on his side ; for as much as things , that may be sett and lett are purchased by the Consumption of the Money .

p. 14.

I have examined his Definition of Usury , his description thereof next falls in my way , which helps us to see what manner of thing Usury is . In the handling whereof Mr. J. is either himself misled , or would mislead others by his wonted confusion of things that ought to be distinguished ; for whatever in former Ages was spoken against the grossest Cheats , Oppressions , Frauds and Exactions , all engroft under the Name of Usury , or by any Usurers were practised ; these he takes in , and distributes , with the blame and punishment attending equally to the most oppressive Usurer , with the most moderate taker of use or gain for Loan : with what Conscience let him see to it .

Mr.

Mr. J. Usury is a most abominable thing.

Reply: No doubt it is, and has been, as some have handled it; but where's the abomination or incongruity to Reason or Nature, if one mans money improved by another's pains or skill, prove gainful to them both? In *Grotius* I meet with a saying De Jure, of *Andronicus Rhodius*; *The gain that is received by the consent of the Contractors is neither unjust, nor to be reproved, seeing the Law grants power thereof.*

And *Grotius* himself says; *Concerning things not extant, it hath pleased Mankind, that if thou art made the richer by my Goods, which I have not in possession, thou art so far obliged, as thou art made richer; for how much the more thou hast gained by my Goods, so much thou hast, and I have so much the less, &c.* De Jure, Sc. l. 2. c. 10. §. 2.

What is here and elsewhere brought by Mr. J. against Usury, both from the Fathers and Heathens, respects the practice of it as it was in their times; which I believe was bad enough, being attended with Rape, rigid Exactions, over-reaching, &c. Thus saith *Grotius*, thus *Rivet*:

What is cited out of Aristotle, Cicero, Plutarch, &c. against Usury, respects not so much what is intrinsical, as what is accidental, and commonly attends it. The like may be said of the expressions of the Fathers, which

are very bitter against Usury : for they had respect to that Usury which prevailed too much in all Ages against Equity, Honesty, Charity and Fidelity ; as Chrysostome upon Marthew said, there was nothing more cruel ; nothing more shameful than the Usury of his time : but it follows not that they understood it of all Usury, &c.

As for the sayings of the Heathens that are so rigid : I find in Seneca a general Rule for the right understanding of such like passages.

De benef. l. 8. c. 22. Some things (saith he) are commanded beyond measure, that they may return to their proper and right measure ; as when we say a good turn ought not to be remembred by the doer, we mean this, it ought not to be published or boasted of. Again, As often as there is little confidence in those things thou requirest, more must be enjoyned than is sufficient ; that what is sufficient may be performed : In this every Hyperbole excedeth, that we may come to the truth by a moderate base.

c. 23. Mr. J. (2.) It is a most dangerous thing.

Reply : Not so, where no Rule of Charity, Equity, Honesty or Fidelity is broken ; as there is not in the thing debated, whiles kept within due bounds and limits. Saith famous Rivet ; As far as any Contract of Loan doth contradict Charity, and burtheneth our Brother, we judge it to be forbidden by the

the Law : but not so, where Equity is observed, and our Brother not wronged by the Loan ; there it is neither repugnant to Charity, nor to the Law, whose end is Charity.

What is by Mr. J. produced out of Neb. 5. may be hereafter considered : only this I shall say ; Whereas they had promised to leave Usury and restore ; *I wish you* (said he) *to promise so too* : A good Rule and necessary to be practised, where 'tis rightly applyed : But I perceive we must be content with this expedient, till he be at leisure to communicate that better one in the point of Restitution, by him intended to make the work more facil and easy, and to keep from dispondency.

Epist.Ded

Mr. J. (3.) It is a most infamous thing, so as that whereas others in writings underwrite themselves, either Husbandmen, &c. from their Callings, the Usurer is ashamed to call himself an Usurer.

Reply : This (and it may be the rest of his description) concerns only such as make a Trade of Usury, and have no other Calling or Imployment to lay out their time & thoughts on : Such were they whom Austin called scabbed through Idleness, and Chrysostome likens to Asses. Let Rivet answer him : ----- But such as lend to the wealthier ; if they lend only out of an idle or lazy humor, because they will not employ them-

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selves in a Calling, nor exercise any honest Function, they are unexcusable, because they propose to themselves an evil end, and contrary to the Divine Will: but such as out of an inability for trading, or necessity; as Widows, Orphans, Aged, Students, and the like, who are otherwise employed, and taken up with other Functions; if they enter such Compacts, they offend not: for in that they themselves cannot Trade, whatsoever substance they are owners of, would be soon consumed, if they live upon the Stock, and take thence for the supply of all their needs; and not put it out with such as on just accounts might gain thereby, and call them in to be partakers of the gain.

Mr. J. (4.) *A most monstrously increasing thing it is.*

Reply: Some of these Monsters he mentions, which we are nothing concerned in; such as the taking weekly 20 pounds for an hundred, or more: yet he that taketh the least mite for a thousand pounds, incurs as severe a censure from him, as adjudged to the same condemnation.

Mr. J. (5.) *A most cruel thing it is; for it is always biting, ----- both day and night, Winter and Summer, and makes no difference between Lords days and Week days.*

Reply: Such kind of reasoning, minds me of a certain Commander, mentioned by Cicero,

Cicero, who having made a truce for certain days, was wont to ravage by night, pretending, that Nights were not included in the Truce. Is it not pity our Author had been by, to have prompted the Parliament when they were making the Act concerning Usury, that borrowers might have been discharged from paying Use, at least, for the Nights and Sabbath days throughout the year?

De Off. I.
I. p. 15.

But doth not the Adventurers gain go on at the same rate? and when the Farmer makes up his Rent for a year, do not nights and Lords days come into account, and alike fill up the time with the rest? but this reasoning (as the foregoing) is not his own; he freely borrows, and never tells the World to whom he is beholding.

The next Chapter begins with an Inquiry, *How Usury differs from other contracts and dealings; as Inter-Usury, Interest, Ship-loan, &c.* which indeed are but Usury under other names, or Notions invented to palliate mens Consciences, that they have no hand in Usury, when they really practise it: not that I assert either of them unlawful; but that Usury regulated (as its requisite the other should be too) has the same plea from reason that either of them hath. *Ita Seneca. sublato altè supercilio, in eadem qua ceteri, descenditis, mutatis rerum nominibus:* Thus

some men can look aloft, and yet stoop to the same practices they condemn in others, only changing the names thereof. Review the three Definitions of Usury, mention'd by him : *Whatsoever (saith Ambrose) is more than the principal, is Usury* : saith the Council of Agatha, where more is required than was given : *And all that a man takes over and above the money lent* : which he makes general. Take either of these three Definitions without supplement and postills, and examine *Inter-usury, Interest and Ship-loan* by them; and they will appear to be Usury, each of these being *somewhat above the Principal*, &c. Concerning those Exactors mentioned *Neb. 5.* I have a desire to know, seeing they might not take Usury of their brethren; Whether they might not have taken *Inter-usury*? for it is like they came under some incommodity through the borrowers default: or whether they might safely have taken *Interest for the payment of their money due for a day delayed, or neglected*, as Mr. J. speaks? I shall trace him in each of these.

Mr. J. *Inter-usury is money received only for an incommodity, &c.*

Reply. As if many that lend Money did not feel the same incommodity in the absence or want thereof for months or years; or what other incommodity can be meant, besides what is occasioned by the want or absence

absence of his Money, except what may be spent in Law for the recovery thereof, I know not.

Mr. J. Interest is taken for the payment of Money due for a day delayed, or neglected.

Reply : That it was for any time undue, was by a free Contract on the lenders part, who might have stated the day for return of payment, sooner or later, as he thought behoveful for his own convenience : it seems then, for money delayed beyond the day of payment, I make *Interest* ; but for Money lent this side that day, I may not take any thing with a safe Conscience : this is such discourse as will puzzle a man to find out the reason of.

I shall borrow help from Learned Rivet to answer this. ----- *Adde*, that they who otherwise are wont to reject all other Contracts of whatsoever sort, wherein for mony lent, any one bargains for a sum above the Principal; yet with common consent, they do propose divers Causes for which they determine such a sum may be taken. 1. If the Debtor be in delay of payment, for then, if he pay not at the set time, they think that somewhat beyond the Principal, as they call it, may be exacted by way of punishment; because this delay may prove hurtful to the Creditor. Moreover, when any one suffers damage on the account of his mony lent, this damage, which

aristeth from the laying out of his money, he may by right demand some recompense, which they call gain from damage-arising: as when one with the same money which he delivered to another, at the same time, could and would have gained somewhat himself, they judge it lawful to covenant with another, and to require somewhat beyond the Principal, because it is unlawful for one man to gain with anothers money to his loss, arising from gain ceasing: yea though it be not certain, yet when loss is probably feared, may the Creditor lawfully covenant, before it happens, saith Tolet. l. 5. de instruc. fac. c. 34.

Mr. J. Ship loan is differenced from Usury, in that, this is a certain gain without adventuring; but Ship-loan is upon adventuring upon a Ship, Principal and all; so as that if the Ship be lost, all is lost.

Reply: Whereas he is wont to send us to Scripture for a proof of the lawfulness of lending to the rich, let him expressly prove from the same the lawfulness of this Ship-loan: and as I have said before, let him consider how the greatness of the gain, compacted for and expected, may serve to counterpoize the hazard that is run.

De Jure, &c. p. 236. Hear Grotius: That one of the company be partaker of the gain, but secured from loss, is indeed beside the nature of fellowship; yet it may be so agreed on without injury: for the Contract will be mixt; of fellowship, and of the

the Contract of Insuring ; wherein an equality will so be preserved, if he receive by so much the more gain, then otherwise he should receive ; if he had not taken the loss upon himself.

Rivet writes thus : *Neither doth this Contract of Usury differ much from the Contract of Fellowship, as they call it ; when one man can trade, but wants money ; another has money, but cannot trade : if these enter into fellowship, that the one shall bring his money, the other bestow his labour : which contract is also counted lawful on both sides ; for what is wanting of money is supplied by industry, and on the account of gain resulting from the use of the money, there is somewhat given instead of a recompence to him that laid out the same.*

Mr. J. Usury is different from liberal increase, in that this comes unlooked for, and not the other.

1. Reply : Whoever hath gained by money lent him, is by nature it self bound to be thankful ; yea, (upon due supposals) to make some requital ; unless he would be found to have less of humanity, than the sinners of whom our Saviour speaks in Luke 6. 32, &c. who love those that love them, and do good to those that do good unto them. It will be easily granted, that he which partakes of the benefit (if able) is bound to some requital ; but for the benefactor so much as to expect, or look for any returns, is,

is, say they, an horrid sin. Strange Doctrine!

De Off. I.
I. p. 21.

2. That one benefit ought to be answered with another, yea greater, may be learned from Cicero, in these words: *If so be Hesiod do injoynt to return the things thou hast received to use, with a greater measure, if thou canst; what ought we then to do being provoked by a greater benefit? should we not imitate fruitful fields which bring forth more than they received?*

3. Saith the Law, *Thou shalt not lend upon usury to thy brother that is poor by thee:* I would hereupon be informed, if Mr. J. please, whether it were lawful for a rich Jew then to take somewhat by way of gratuity from such as the Law here forbids lending upon use too?

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4. I appeal to godly Perkins, who pleading the lawfulness of taking somewhat above the Principal, gives these reasons to prove it.

1. *That which the Debtor may give, having himself an honest gain besides, and no man any ways endamaged, that the Creditor may safely receive.* 2. *It is convenient, that he which hath money lent him, and gaineth by it, should shew all possible gratitude to him by whose goods he is enriched.* 3. *It is often for the benefit of the Creditor to have the goods in his own hand which he lent.*

5. Rivet speaking of this gratuity, proves that

that men may by Contract be bound to return it : That (saith he) which by the Law of gratitude is due from others, is not unjustly received : but they that receive great profit by another's undū loan, owe somewhat by way of gratitude ; therefore it is justly received. ----- If any shall except ; the wealthy Debtors are indeed obliged to gratitude, but that ought to be free, and they are not to be bound thereunto by a Writing given under their hands : I deny, that in this case such a gratitude is so free, as we call those things free, the which it is in our power either to do, or not to do ; seeing then it is a natural obligation, which may not be omitted, covenanting for the same will not contradict natural right : like as every Debtor, although he be bound by the Law of Nature to render the Principal, when he is able ; yet it follows not, that he ought not to be obliged so to do by Bill : the like we say of that debt of gratitude, which is contracted after that manner we have spoken ; for since from an inbred corruption, a great ingratitude possesseth mens minds, so that unless they be tyed up by special bond, they seldom think of making returns, much less of an equal recompence : the which is complained of by the Son of Syrach, Chap. 29. v. 4, &c. It is fit that the Debtor be not only bound to an insuring the Principal; but also to a recompence of the kindness ; the which if moderately stated by Publick Authority, he seems

seems not to offend against the Law of God, that enters into a Contract with the Debtor for it, that is not indigent.

6. Seeing then the wealthy borrower, by the law of Nature and common Equity, is obliged to make some recompence for the gain he hath received by anothers money : to say, that he ought indeed to do it ; but that the Creditor may not so much as hope or expect the same, is in effect to say, the Creditor may not hope or expect that the Debtor will prove an honest man, or do that which by Nature and Rules of Gratitude he is bound unto.

7. I think it not out of my way to transcribe some passages of Seneca, of the like import :

*De ben. l.
5. c. 22.*

There are many who neither know how to deny what they have received, nor to requite it ; who neither are so good as the thankful, nor so bad as the unthankful ; men slow and backward, persons sluggish, not wicked : those I will not accuse, but put in mind, and when otherwise employed, I will bring them back to their duty, from whom I shall presently receive this answer: Excuse me, in truth I little thought you expected this of me, otherwise I had done it of mine own accord ; I pray think me not unthankful, I remember well what kindness you did me. Why should I doubt, to make these better to themselves and to me ? whomsoever I can, I hinder from sinning ; especially

ally a friend, both that he may not sin, and
chiefly that he may not sin against me: I do
him a second good turn, if I suffer him not to
be unthankful: neither will I harshly upbraid
him with what I have done; but monish him
as gently as I can: that I may set him in way
of returning thanks, I will rub up his memory,
and ask a benefit, he shall understand me to
to fetch it back; sometime I will use harder
words, if I have any hopes be may be amend-
ed.

Mr. J. Usury is differenced from setting
and letting- 1. That such things are (properly)
not lent, as Usury-money is, but hired,
or put out to be occupied, as ground,
&c.

Reply: I shall answer him in the words
of Rivet: Hither belongs the argument taken
from the likeness of other Contracts; For 1.
By the Contract of Farming; if any buys a
Field, and lets it out to another to be tilled on
that condition, that for the taking up the
yearly profits, he pay the owner a certain sum
of money, or some bushels of Corn; there
seems to be no great difference, whether one
buy the Field himself, and lett it out to o-
thers, or lend the money to another, that he
may buy or redeem the field, and for the fruits
received pay yearly a moderate sum.

I add Windeline: If thou buyest a Farm, Ethic. Vol
(saith he) from whence thou maist yearly re- L p. 801.
ceive the profit of an hundred Crowns, and
for

for the same sum thou settest it out to another; none can accuse this Contract as unjust. If to buy the same Farm thou lendest money to another, and receivest the same sum from another: is it not all one whether he pay thee yearly an hundred Crowns for the Farm, or for the money lent.

Mr. J. 2. That things lett and sett are not consumed in the use thereof, as money is and other things lent.

Reply: This hath before received an answer: If money be consumed in the use thereof; yet such things as may be sett and lett are procured by the consumption thereof: and is not the Adventurers money also spent in the use thereof? and yet upon the Ships return he receives the Principal with plentiful increase. The last named Author answers also this objection: Obj. The proper and primary use of money is its consumption, therefore it is unlawful to receive any reward for money lent, which is Usury: Thomas urgeth this as the primarie argument. ----- I answer, 1. The Antecedent is not simplicie and exclusivelie true, and the proof is inconsequent. The primarie use of money is not so much its consumption, as the procuring of something else by its consumption: for by exchange something passeth from another to us, and back again something passeth from us to another, whence we lose or part with the right we had to our own, and obtain

Ut supra
p. 802.

tain the right to some other thing. 2. The consequence is false, that is not sold which is not; but profit is received by that thing which was procured by our money; which often consists in such Commodities, which are not consumed by the Use: Neither is it simply unjust, that two recompences be required for two things: one for the Principal, which is restored; the other for the profit which the borrower hath gained by our money; for it is meet that some part thereof redound to us. Neither is the same twice sold: for money is lent that it may be repaid, and somewhat ought moreover to be restored for the gain: for seeing our money proves gainful to another, why not also to our selves? especially if more gain accrue to that other, than to our selves.

Stipulation is the last Contract that Mr. P. 17.
J. differenceth Usury from: but wherein
the difference lies, I am yet to seek, notwithstanding what he says. If Stipulation
be of larger extent than Usury (as he af-
ferts) then why should it not include Usu-
ry within its compafs, as the genus includes
the species? Is Stipulation made sometimes
before a Judge? so is the usury Contract
made under covert of, or in the presence
of the Law. In Stipulation *do both parties*
equally oblige and bind themselves to the doing
of something? so do both partys concerned

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in Usury : so that we are still at a loss where the difference lies.

Mr. J. 5. *How old is Usury?* 6. *What generation and kindred hath it? for its Father, it hath the Devil; whose work it is; being Murder.*

Reply: Whether he that takes any thing beyond the Principal from persons sufficient, be a Murderer, will admit of his new coyn'd use of *Addubitation*.

Mr. J. *The Devil was a Metaphorical Usurer from the beginning, to Adam and Eve, as two of the Antient Doctors of the Church do make him.*

Reply: Strange arguing! doth he not know and confess so much too, that Metaphorical Divinity is not argumentative? Must all taking increase upon Loan be murder, because the Devil at first by drawing our first Parents into that one transgression, thereby made way for the ruine of them and Posterity, by letting in also an Inundation of Sin? And may not our Saviour himself be stiled a Metaphorical Usurer too, from a stronger proof than what he brings, I mean from Christ's own mouth in the Parable mentioned, Mat. 25, 27.

As for what follows concerning Mother, Sisters and Daughters; I think it not worth spending time and paper on; as carrying no weight in them, save what is fetcht from the froath of uncharitableness; if intended to

to fit all those who take any gain whatsoever upon loan: otherwise it will not reach his design, nor prejudice what I am concerned to plead for. Only a word to what is said of *Greedy's telling her Sister Usury still, we must not let our Money lie idle.*

Reply: I wonder how he finds greediness in this inquiry it self; wherein there may be so much charitableness to our selves and others; If he that hath nothing but his hands to live on, be by the Apostle enjoyned to labour, working with his hands the things which is good, that he may have [not only enough for his own comfortable subsistence, but also] to give to him that needeth. Should he whom God hath blest with somewhat of this Worlds Goods, hoard the same up, or let the same lie by him idle; and not rather make careful improvement thereof, for the preservation of himself and his; and that he may have to give to those that need? for if the Stock be exhausted, it is easy to think what will become of the Streames that are to be sent abroad for the watering of others. And I shall add further, that I dare avouch, such as having Wealth in their Coffers, and there let it lyē idle, having fair and honest opportunities to bring the same forth, are none of the best Members in the Commonwealth. Such Riches thus Coffer'd up bringing no more advantage to the Pub-

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lick Good, than if it were back in the Mines : So impertinent is the tattle passing between those Sisters ; of little more weight is what follows :

Mr. J. In Lev. 25. 37. and Deut. 23. 19. over Brother and Money there is an accent put, that the Hebricians say, shews that the word must be sung with a low voice, because Usury afflicts and brings low.

Reply : To one contending about a word, it was replyed, That Cesar's Fortunes did not depend upon it : Let this accent be what it will, I hope that the souls welfare and eternal Salvation doth not depend thereon ; such Rabbinical Criticisms being too slight to bear a weight of such consequence.

Chap. 5.

Mr. J. His seventh Inquiry is; What reach Usury hath ? It reacheth (faith he) very nigh all the World over : For, 1. The Jews who are scattered ----- are great Usurers. ----- particularly, 1. It reacheth to some great Scholars, as Seneca : And to Learned Men in the very Church ; even in Chrysostome's time. 2. Some Princes and great Lords in Germany do espouse it : some whereof were well served in the German-Wars, when they lost their Usury-Money, &c.

Reply : I know not their practice, and therefore shall not plead for them : only where

where is the wonder, or what remarkable Providence is it ; if they smarted by those Wars, under which so many thousands of honest and good men, himself in that number, with the whole Country, and Neighbour Nation too groaned ?

Mr. J. It reacheth also many great Professors of Godliness ; whom he sadly deplores, as plunged, with their Posterity, into the same Gulf of this damnable Sin of Usury.

Reply : I could wish that the excess of his Pity, were not from the defect of his Charity.

Mr. J. Q. 8. What reasons hath this Doctrine ? Now we come to try his strength ; all that is past having been but light skirmishings : of a truth there is need of strong reasons to bear the weight of such assertions as are by him laid down, Viz. That all taking above the Principal, is Usury, and all Usury is damnable : his principle reasons are two : the first condemns Usury : the second, Usurers for their usury : how distinct these are, I shall not stay to inquire .

Mr. J. 1. Reason, Because this Usury treated of, is condemned in both Testaments. 1. In the Old, Exod. 22. 25, Lev. 25. 36, 37. Deut. 23. 19.

Reply : 1. To these I answer in the general : It will be hard for him to prove his

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Definition of Usury condemned by him, from these or any other Texts in the Old Testament.

2. I say, That these Texts forbid lending to the Poor upon Use, either expressly or implicitly; and therefore hitherto we see no reason to extend them further. If this be not enough to satisfie, then I add:

3. The Law was Political, the National Interest of the Jews being peculiarly intended by it. These things are here asserted; but shall be vindicated, when he calls us to it again, by answering the Objections in his way.

Mr. J. --- 2. *It is forbidden in the New Testament, Luke 6. 35. Lend, hoping for nothing again.*

Reply: (1.) If this Text be understood of free-giving, it quite spoils his Market, and overthrows his Definition. So I find Learned Divines understanding these words; without any wresting of them: To this sense our Translation seems to have respect; *Lend, hoping for nothing again;* i. e. neither principal nor over-plus: for though men should fail; prove unthankful; make no returnes: yet their reward should be with God, in *Psal. 37. 26. He is merciful and lendeth;* the which I think is the same with what we read, v. 21. *The Righteous sheweth mercy and giveth.*

If thou wouldst imitate the Gods, said Epicurus,

picurus, do good turns, even to the unshank- Sen.de be-
ful; for the Sun riseth on the wicked, and nef. l. 4.
the Seas stand open to Pirates. Give me a c. 25.
man (faith Seneca) upright, plain, mind- Idem c. 11.
ful, thankful, abstaining from what is a-
nothers, not greedy, not tenacious of his
own, willing: when I have made choice of
such, although he have received nothing from
fortune, whereby he might be unable to re-
quite the kindness; yet the matter shall come
to pass according to desire. If gain, or a sor-
did reckoning do make me liberal: If I profit
none, unless he again profit me; I will not do
a good turn to one travailing into far Coun-
tries; I will not give to one that is like to be
long absent; I will not give to one so sick,
that there is no hope of his recovery; I will
not give when dying, for I should have no
time for receiving again: But that thou
mayst know that doing good is a thing to be
desired for it self; we help Strangers lately
come into our harbour, and presently depar-
ting: an unknown shipwrackt-man, we fur-
nish with a Ship wherein he may be carryed
home; he departs, scarce knowing the An-
thon of his safety, and is never like more to
return into our company; he assignes the Gods
as Debtors to us, and prays that they would
make requital on his behalf.

The Learned Casuist; Fer. Taylor, hath Rule of bo.
these words, (with an eye, as may be lylio.
thought, to this place of our Saviour.) P. 309.

Give, looking for nothing again, that is, without consideration of future advantages; give to Children, to old men, to the unthankful and the dying; and to those you shall never see again: for else your Almes or Courtesie is not Charity; but Traffick and Merchandise; and be sure that you omit not to relieve the needs of your enemy, and the injurious; for so possibly, you may win him to your self; but do you intend the winning him to God.

In loc.

Diodate interprets the place thus: [Hoping for] Viz. with an intent to lose what-soever ye lend, if your neighbours want do require it, and that you cannot get it again, without violating the Laws of Charity, and giving scandal and offence.

So the Dutch, so the English Annotations: This (say they) is to be understood with respect to mens abilities, to give to the Poor, as also that, v. 30. So that if our Neighbours necessities require, and we be able, we must lend without hope of being repaid by them, &c.

p. 276.

I add Rivet: Such as draw these words to the forbidding of Usury, do not enough attend to the scope of our Lord; for it is not immediately designed of not hoping for use; but of, not hoping for the Principal Sum, when our Neighbour comes to borrow, and being in extrem necessity stands in need of lending 100. Our Lord therefore enjoyns, that we do

do not only grant to One that we know to be able and willing to repay ; but also to him whom we know not to be able, although he were willing ; or of whom we have just cause to doubt that he would not be able. Spanheimius gives a reason why this is expressed by lending, rather than by giving, though the Principal be parted with : It being called *Lending*, with respect to the retribution or reward that God shall make unto them thus communicating their Goods ; for we learn from *Prov. 19. 17.* *He that giveth to the Poor, lendeth to the Lord.* What doth Mr. J. say to break the force of this interpretation ?

Mr. J. It cannot be understood of giving to the poor, because that is there spoken of distinctly from that of lending, by Christ, who would not use a Tautology.

Reply : Giving, was commanded by our Saviour, v. 30. the same is again enjoined (though in other words) v. 35. Not so, saith our Author, for this were a Tautology : But that herein he is mistaken, you may find by looking forth to v. 38. where the same duty is pressed again : and though repeated ; yet, by his leave, 'tis no tautology, or vain repetition, it being common in Scripture to hold forth the same thing in various expressions, and press the same Duty in the same or like Notions.

If this be denied, let him answer Mr.

Christ the
true gain.
p. 22.

Perkins, whose words are these: (On Phil. 3.7,8.) *This Paul sets down by a gradation thus, I count them loss, I make them my losses, I count them as Dung:* This gradation is nothing else but a repetition of one and the same thing enlarged and amplified in Speech: Now repetitions in Scripture are not idle and vain, as they are often times in the Writings of men; but they commonly signify two things: the necessity and the certainty of the thing repeated.

Thus he, and if this be truth, then what is contrary to it deserves another name.

You have seen the whole that Mr. J. hath said to weaken this solid Interpretation, or strengthen his own.

2. There is a second Interpretation of this Text, the which also befriends not his design. To open the way to this Interpretation, read, v. 34. *If ye lend to them of mbor, ye hope to receive, what thank have ye? for sinners also lend to sinners to receive as much again:* this is to be understood, not of receiving back any thing by way of Usury; but of receiving the like kindness, *tau iσa, equalia:* as suppose they lent a sum of Money to supply the occasions of a friend, from whom another time they expect to borrow the like sum to supply their own occasions.

This, though lawful in it self, yet Christ thinks it not enough for his Disciples to do, all persons considered. They are not only to lend to them that can answer this kindness,

by

by lending to them again ; but also to the Poor ; yea, to Enemies, if straightned, from whom there was little grounds to expect an equal favour back. I say again, what the Sinners are here said to do, was lawful, the proof whereof you shall have by and by : In the mean time consider what *Grotius* writes. In loc.

If I lend to one an hundred pounds, and agree that another time he lend me the like summ, (the which is right exchange) how can this Covenant be proved unjust, more than if I spare my Neighbour an Ox to plow his ground, upon this condition, that he some time after do the like for me ?

I do not suppose (saith our Author) that the question touching Usury, properly belongs hither, which yet by most of the Antients is wont to be handled on this Text.

Zanchy puts the like interpretation up-^{In Ephes} on the Text in these words : *He spake 4. 28. therefore of lending to those from whom thou canst not look for the like favour or good turn, such as are the poor, and unthankful, and also enemies ; but this consequence will never hold good : Love those that love not you ; therefore do ye not love those love you : Do good and lend to those from whom you cannot hope for the like ; therefore do not lend to those from whom you may hope for the like. ---- I illustrate this by a like Text, Luke 14. 12. When thou makest a Supper, call not thy friends, nor thy brethren, &c.* The

The Ethiopick Version favours this sense, thus; *And if ye shall lend to those from whom ye hope somewhat will be retributed, what is your reward.* Sinners lend to Sinners that they may requite the like to them. *And now love you your Enemies, and doe them good and lend: not hoping for somewhat to be requited, and your reward, &c.*

3. There is another Interpretation taken up by some, who render the Greek word by us translated, *Hoping for again*, by a far different sense, they rendring the same, *Frustrating*, or, *causing to despaire*. This sense is favoured by the Syriack, Persick and Arabick versions, and by some Divines that follow them.

Versio Syriaca. *But love your Enemies, and doe good to them, and lend, neither frustrate ye the expectation of any.* The Translator (saith Grotius) thought the sense to be, *Lend to all that aske, frustrating none of that hope which he hath conceived of your beneficence.*

Arabica: *Lend, & frustrate not the hope of any.*

Persica: *It behoveth you that ye love your Enemies, and be bountiful to them, and lend to them, and cause not any to despair, for great shall be your reward.* The sense wherof is (saith De Dieu commenting hereon) If any one have need of loan, be not so rigid toward him, as to cut off all hope of a benefit to be

be conferred, but rather shew your selves forward in lending.

Some (saith Diodate) render it, despai-ring; others translate it, not any way loo-sing all manner of hope, viz. of a just retribu-tion from God, if not from man. Thus Dr Hammond: I translate it, And nothing di-nops. strusting, or, despairing: the context fa-vours, which runs thus, the Heathen give and lend, knowing that they themselves may be reduced to poverty, and so they may receive upon loan from others: but a Christian ought to perform these things without any such de-signe, not distrusting but expecting God the rewarder: whereto the following words be-long.

Passing by other Interpretations, you see how many the text is favourably capable of: and those more probable (some if not all) than that Mr J. brings from the Vul-gar reading.

4. But let it be supposed, that his Inter-pretation be the truest, viz. Lend, hop-ing for nothing again, by way of use, this may be, and yet not all taking of gaine for loan be here condemned, to this purpose I shall produce what Mayer writes thereon. Now (saith Mayer) we cannot be thus kind unless we lend our money, or any thing else to our Neighbour freely, if we can spare it for a time, he having need thereof: but this free lending is not without looking to have the

the thing lent referred again ; but although he to whom we lend be poor and cannot, or a churl and will not, in the like requite us in our need. A man is not hereby bound to lend freely any great sum to the rich for six or twelve months, as the manner is most Commonly of lending or borrowing, but only for some short time, that so his necessity may be supplied, and the lender may have his money again in due time for his maintenance. If otherwise one man puts his money into the hands of another for his trading and commerce from year to year, it is not against this precept to require recompence therefore; because there is a gain coming in hereby, with all which it is no equity that the borrower should go away with and the lender not have a proportion according to the money ext.

This duty then must necessarily be restrained to the persons that are fit objects for our charitable or free lending; for all persons may be branched into three sorts.

1. The extreamly poor and necessitous.
2. Others not so poor, but yet of mean condition, and somewhat straitned.
3. The rich or wealthier sort. As to the first ranke, Give to every man that asketh of thee, Ver. 30. Mr. J. Surely will not understand this without limitation : it must be restrained to such as are fit objects of our Almes; otherwise there would be no roome

room for lending; v. 36. *Lend, hoping, &c.* this, let it be granted, concerns the second sort, to whom we are to lend gratis, expecting nothing back besides the Principal; yet this hinders not, but that from others, beyond these in condition, we may receive somewhat back by way of reward for the Loan: for if, *Give to everyone,* necessarily hath its restrictions; why should not, *Lend, hoping for nothing again,* have its restrictions too?

Saith Rivet: *Of the three sorts of men which ask of us;* as it is not unjust if the first, who are poor, ask of us, without hope of restoring: so again, it would be unjust, if they of the second sort, who may be sometime able to repay, should ask of us without a purpose and promise of repaying; for we are not bound to give an Almest to such, but to the former only. *In like manner it follows,* that it is inconsistent with Charity, if the third sort of Petitioners demand of us a loan altogether free, which is due only to the second sort of poor.

If M. J. will not receive the truth from Andrew Rivet, it may be he will receive it from the Reverend Bishop Hall, Who, pract. cal. to the Question? Whether it be lawful for one to raise any profit by the Loan of Money? begins his answer thus:

You may not expect a positive answer either way; many circumstances are considerable e're any thing can be determined. I. Who

it is that borrows ? a poor Neighbour that is constrained out of need ? or a Merchant that takes up Money for a free Trade ? or a rich man that lays out upon superfluous occasions ? If a poor man borrow out of necessity, you may not expect any profit for the Loan (Deut. 15. 7, 8, 9.) to the poorest of all we must give, and not lend ; to the next rank of poor, we must lend freely : but if a man will borrow that money (which you could improve) for the enriching of himself ; or out of a wanton expense, will be laying out that which might be otherwise useful to you, for his meer pleasure, the case is different ; for God hath not commanded you to love any man, more than your self ; and there can be no reason why you should vail your own just advantage to another mans excess.

I shall adjoyn one Witness more, the Reverend Perkins. ----- 4thly, Some may ask (seeing Christ bids us lend looking for nothing again) whether may a man at no time with a good Conscience receive increase for his lending ? Answer, Lending is twofold, of due, or of courtesie : Lending of due, is the loan of the rich unto the poor, when his necessity compells him to borrow, and for this a man cannot with good Conscience take any increase : Lending of Courtesie is, when one rich friend lends unto another ; this is not forbidden in the Word of God, but is left to a mans own liberty and discretion ; neither hath it any promise

promise of reward: Now in this case of Courtesie, I do not find in Scripture, that all taking of increase is simply condemned: Nay, in some cases, both the law of Nature, and the Laws of all Countries do allow it.

I shall give in, as overmeasure, what the Cicero de Roman Orator saith: But (saith he) in Off. l. 2. that other kind of giving, which proceeds p. 89. from liberality, we ought not to be alike affected in different Causes: There is one Consideration of him that is pressed with Calamity; and another of him that seeks the enlargement of his Estate, being under no such straits.

5. To advance yet one step further: the things which the sinners are here said to do, are such as are lawful, and some, at least, commendable: only Christ's Disciples are to transcend, and not rest contented with their having done that which Sinners did: *Christ's Disciples are to lend freely, without taking any gain for loan,* (saith Mr. J. from this Text:) If so, it follows those Sinners did lend with an expectation of gain for their loan. I pray mark it; The Sinners were not here brought in as blame-worthy in the things they are said to do: only this was not enough; Christians must exceed in righteousness and go beyond them, v. 32. *sinners are said to love those that loved them:* I trust it was well done; but they should have loved their Enemies also, v. 33. *sinners*

*n*ers did good unto those that did good unto them ; and so far it was well done : but they should also have done good to the ungrateful, as need required, v. 34. *s*inners did lend to them of whom they hoped to receive, what ? gain for their loan, (saith Mr. J.) And must this only be condemned ? 'tis to me no doubt, but this was lawful as well as the foregoing ; but Christians must exceed them, lending freely to the poor, whence there was little hopes of any advantage; or the like courtesie to be received back. Compare this Text with, Mat. 5. 44, &c. where Christians are required to do more than others : There are many things which sinners do, which may and must be done by Saints ; but only these must not rest in so doing, they must do some singular things which others do not : And this is intimated in that repeated Phraise, *What reward have ye ? Zanchy illustrates this place by Luke 14. 12, &c. When thou makest a Dinner or a Supper, call not thy friends, &c.* 'tis lawful, no question, to invite our Friends and Brethren and rich Neighbours to a Feast : but these, 'tis like, will answer them in the same kind, with Feast for Feast ; therefore there is no thank due, but besides these, there must be a feeding of the Poor (especially Gods Poor) that cannot recompense thee again, but God will.

I have

I have done with his first reason: having been the larger in answering what is produced from this Text, which being the foundation of his Definition; this failing him, the rest of his building falls.

Mr. J. 2. Reason: *Because the Usurer standeth expressly condemned by Gods own mouth.*

Reply: This is easily granted with the aforesaid limitations: Who are those Usurers, thus condemned? Such as by gripping Usury oppressing the Poor and Indigent, of whom 'tis forbidden to take Use. I shall and do all along vindicate onely the Lender for gain, that keeps within due bounds, not offending against Equity and Charity; leaving others to stand on their own legs: And with this limitation, I come to try the strength of his *Additional Reasons.*

Mr. J. 1. *The Usurer is a Biter: for his Sin is Nesheck, biting.*

Reply: What the Reverend Bishop Andrews says upon the same word, though on the other side, may serve for an answer here: He asserts from Galen, that *Etymology is a deceitful witness.* But if Mr. J. will needs place an Emphasis in the word to make of it an argument; we will grant him, That all Usury which is *biting*, is deservedly exploded; but deny, That all gain taken for loan, is such.

A Reply to Mr. Jelinger's

Mr. J. 2. The Usurer is an Exacter or Extortioner.

Reply: A man may without offence require his due, if that be meant by exacting, and the dueness of what we are pleading; will be farther proved: But *Exaction* usually signifies, a requiring somewhat with rigour and severity: And *Extortion* is a wresting of anothers Goods without right and consent: Prove that these are committed as often as Use is taken, or else what was intended for a reason, proves a Calumny. He goes on saying; *And taking many times excessively more increase than he ought to take.*

Reply: Such as take excessively more than they ought, we grant, deserve this his reproof; but then it will follow, that some increase he may take.

The same word which our Translators render *Increase*, the Dutch Annotators Translate *Excess of Gain*, *Ezek. 18. 8.*

Mr. J. 3. The Usurer is an unjust person.

Reply: Where no Rule of Justice or Equity is violated, there can be no Injustice; yea rather, he is the unjust person, that borrows Money to enrich himself, and increase his own estate, not caring to make meet returns for the same. *Grotius* (as before shewn) quotes *Andronicus Rhodius*, saying, *The gain which is taken by the consent*

sent of the Contractors, is neither unjust, nor reprobable; for the Law grants the free power thereof. And Grotius himself says, *He with whom we transact, acquires, by our private consent, not only an external, but internal right, in our Goods.*

Hereto may be safely applied, what Dr. *Jer. Taylor*, writes of Civil Contracts :

Rules of
holy liv-
ing p. 205.

This part of Justice (faith he) is such as depends upon the Laws of Man directly, and upon the Laws of God only by consequence, and indirect reason; and from Civil Laws, or private agreements, it is to take its estimate or measure; As to the proof brought from Prov. 28. 8. He that by Usury and unjust gain increaseth his substance, &c. the word translated unjust gain, is in the Hebrew, increase, and so acknowledged in the Margin: the which word is by the Dutch rendered, excess of gain, elsewhere, as shewn before; and so I think 'tis here.

I farther add, That *Moses* Writings, which are the Original Law, condemn only taking Use of the Poor; and all other passages in the Prophets or Holy Writers, that condemn Usury, are to receive their limitation and construction from the Law: Or else we might answer with others, that the Law was Political and peculiar to the Jewish Nation.

Mr. *J.* Some make the Usurer an alienator of that which is other mens, not his.

Reply: The Borrower that is not Indigent, hath no more right to the Lenders Money, and the use thereof; than the Lender hath to that increase which is by him spoken against: This latter, hath a right by gratitude, by compact or mutual consent, as also by the Civil Laws; each of these in many cases being enough to transferr aright: whereas he would justify this assertion from an expression of Bishop Hall; it shall suffice to let you see how moderate the Judgment of this Learned Man was in this Controversy; who writes thus: *The Maximes of Traffick are almost Infinite, onely Charity (but ever inseparable from Justice) must make the application.*

---- That will tell you, that if you can find out a way, whether by Loan or Sale, to advance your Stock, that may be free from all Oppression and Extortion, and beneficial as well to others, as to your self, you need not fear to walk in it with all honest security.

Here Mr. J. heaps up several Authorities, making the Usurer as bad, or worse than a Thief: Be it granted there be some such; but I think a man must forfeit reason, afore he can judge one that takes moderate gain this way, as bad or worse than a Thief, and more severely to be punished: Surely our Law-makers have not thought so. I wish some would take notice of another sort of theft in the borrower, mentioned

pract. cas.
p. 10, II.

ned by the Author Of the Whole Duty of p. 235.
Man, viz. The not paying of Debts, whe- S. 12.
ther such as we have borrowed, or such as by
our own voluntary promise are become our
debts, for they are equally due to him, that
can lay either of these claims to them, and
therefore the withholding of either of them is
a theft, a keeping from my neighbour that
which is his.

Mr. J. The Usurer is a Covetous Per-
son.

Reply : Whereto I answer in the words
of Bishop Taylor : Covetousness is to be car- H. living,
ried by the proper motives to Charity, and by P. 325.
the proper rules to Justice ; which being se-
cured, the Arts of getting Money are not easily
made Criminal.

Mr. J. O what indirect courses do they
greedily take ?

Reply : Blame those that do so and spare
not : but blame not others therefore that
use no courses, but what are warranta-
ble.

The rest of his Additionals, as that the
Usurer is a Destroyer, &c. If intended for
all persons by him counted Usurers ; are
no better than the Products of a mistaken
Zeal, and serve to prove the censoriousness
of the Writer.

We are now come to his Cloud of Wit-
nesses, Fathers, Councils and Schoolmen,
which he all Summons in to give witness to

the Cause he hath in hand : his Forces he Musters up for his Cause, will yet admit of a defalcation ; whether we consider persons or things testified against.

P. 27.

Magd.
Cent. 41.
See Dr.
Hammond.
pract. cat.
p. 315.
Edit. 1662

1. As to persons reproved for Usury ; after he hath made a great flourish with Canons and Councils, he comes to confess that Clergy men are mostly concerned therein : and upon search into the fourth Century , I meet with but one Canon amongst all, that extends the Prohibition of Usury, farther than to Church Men : and this one taken notice of by him : and the Triumph that is made from the Council of Nice, consisting of 318 holy Men, condemning the Usurer, and his Usury, &c. amounts to no more than this ; Whoever of the Clergy, for filthy lucre sake, exerciseth Usury, Let him be Deposèd.

And if I do say, that I suppose, that Usury was then in common practise in the Church, by those that are commonly called the Laity, and allowed them, you shall see that I have some reasons for my conjecture. For,

Magd.
Cent. 4th.
c. 1273.

1. In the same Century, Sylvester Bishop of Rome, faithfully discharging his Office, and reforming the Clergy ; It is said, *Clericos usuris Civilibus vacantes, ad preccationes retraxit*; he brought back the Clergy to their Ministerial work, from Civil Usury, wherewith they were taken up : Civil is

is here opposed, I suppose, to Ecclesiastick, and may therefore be translated Lay-Uſury, as the common practice of ſuch, but not allowed to thoſe of the Clergy.

2. In that the Hereticks, called *Andreas*, left the Communion of the Church, 374. because that Uſurers were ſuffered there-in.

3. Those ſeveral Councils, that prohibited the practice of Uſury to the Clergy, do assign peculiar reaſons for their ſo doing, which are not ſo applicable to others, besides the Clergy. As

1. *No man that warreth, intangleth himſelf with the affairs of this life.* Thus the 3d Council of *Carthage*, *Can. 15. 6.* Upon Col. 867. this very account, the Apostles would be 868. excused from tending of Tables, that they might wholly give themſelves to the work of the Ministry. And upon this account the Councils forbade the practice of other Civil Imploymenſ and Offices to the Clergy, which in themſelves were lawful; ſo that they might not be Merchants, Farmers, Proctors, Guardians, &c. Yea, were prohibited all ſecular cares and imploymenſ. See the aforesaid Council, with the Council of *Chalcedon*, *Can. 3. & Prelat. 2. Can. 14.*

2. Because the Church-ſtock might not be diſpoſed of for the bringing in of any pri-
E 4 vate gain

Col. 505. gain: And so I find that *Sophronius*, a Bishop was excommunicated by the *Acaciani*, because he had made gain of the Church-Money, and so defrauded the same, turning it to his own proper Use. The Custom being then, that not only the Bishops and the other Clergy were maintained out of the common Stock of the Church they belonged to, and other Revenues thereof; but also the Poor and Strangers: And *Bernard* long after, says to the Clergy without exception, in *Epist. 2.* *Whatsoever thou retainest of the Altar, beside necessary Maintenance and simple Habit, it is not thine, it is Rapine, it is Sacrilege.*

3. I read also in the same Council of *Carthage* forementioned, *Can. 49.* That *Bishops, Presbyters, Deacons, or any other of the Clergy, that came poor to their Ecclesiastical Offices, and after that therein purchased to themselves Fields or Farms, they were to restore them to the Church, and keep nothing proper to themselves, unless what they obtained by other Largeesses, or by the right of Inheritance.*

A Canon that many, who Zealously plead against Usury from ancient Canons, would be loath to be confined to. Thus we see men can take and leave at pleasure.

4. And as for the other fathers that are usually brought in as witnesses against Usury: there is reason to think, they were so bitter again?

Ibid.

against Usury as practised in their times, which it seems was very bad, they would not have called it Murder else, and many other such occasions laid to its charge ; As they managed it, it was a meer cheat or Cozenage : *Lactantius* else would not have said, *Quid fanerarius, nisi ut fallat ?* And *Chrysostome* (as before) said, *there was nothing more cruel, nothing more shameful than the Usury of his time.* No wonder then that he and others were so Sharpe against it. *And Basil saith it was then Judged by Christians a very inhumane Act, if any one had made gaine by Lending to the poor.* Leaving our thoughts free to think that it was not so accounted, when they made advantage of lending to such as were not poor.

In Matt.

In ps. 14.

5. And it is beyond doubt, that those expressions he quotes from *Calvin* and *Luther*, were by them intended against the same Exorbitant Usurers ; and griping oppressors ; though by him slyly brought in to bespatter all such as take any thing for loan : surely it was no fair dealing in Mr. J. After he informed us, that *whatsoever a man takes over and above the money lent, is Usury* ; and that the men that did so were the persons declaimed against by the fathers : presently to subjoyn,

P. 48.

Calvin tells us, that this kind of men is purposely minded to suck out the blood of others: and So, Luther calls the Usurer, the blood-sucker of the people. Whereas Calvins Judgement is well known, that he held not all taking above the principal unlawful, as may hereafter appear. Neither is it much to the purpose whether Calvin himself were a leader upon usury, seeing he hath discovered his Judgement; yet I deny the Cogency of Mr. J's Argument; that he was not, viz. because he was poor.

P. 278.

And then for Luther, whom Mr. J. layes claim to; we shall be the better able to Judge of his sentiments about this conroversie, after we have considered what Rivet writes concerning him, as delivered by Gerard, Who sayes Luther was more moderate in his latter writings in his opinion concerning usury. Some of his opinions he quotes out of his own writings: as, 1. A certaine mitigation must be made of that wanted strictness in the forbidding of usury. 2. that to widdows, Orphans and old men, that cannot trade, it it may be granted to receive profit for money lent to Merchants 3. Conscience may be provided for, if the Magistrate, by the advice of Divines and Lawyers to that end assembled, doe prescribe a certain middle way in such contracts. 4. Cases of necessity from times and persons ought to be distinguished from those that are not liable to such

such necessity. 5. He would not much gainsay, if to restrain unlawful and excessive usuries it were granted to a Noble man to take 4 florens; a Merchant, 8; and others, 6.

5. That such were the times now, that by paying 6 in the hundred a man might be a good gainer. 7. That the Ministers of the Church should leave these disputes to the Lawyers, and other good men, &c.

This is enough to let us see what was Luthers last Judgement, in the question of Usury.

4. If we come to modern Divines, he knows all are not of his Judgement: for besides those forementioned, the Lawfulness of a regulated Usury hath been asserted by *Bucer, Martyr, Zanchy, Junius, Rivet, Windeline, Hornbeck, Spanhemius, Diodate, Brentius*, and many other Divines beyond the Seas both *Calvinists* and *Lutherans*; Universities and learned Professors: some whereof are mentioned by Learned Rivet: In dec: P: 278. and *Windeline* sticks not to say, *A Plerisque Modernis, &c.* Modern Divines and Lawyers for the most part hold it lawful, as duly stated. Several of our English Divines seem of the same Judgement; viz. *Perkins, Ames, Gataker, Mayer, Vines, Baxter, Hughes*, besides some other Divines fore-quoted, whose moderate Judgement in this controversy there appears.

In Ephes.

5. Of Forein Divines, Laws and Usages, I shall also adjoyn what Learned Zanchy writes (treating of the lawfulness of moderate Usury.) ----- 7. To this Doctrine (saith he) do subscribe very many men, famous both for their Learning and Piety. 8. I have named Bucer and Calvin, Renowned Divines, from whom P. Martyr dissenteth not, that I may not mention almost an infinite number besides. 9. Hither belong the most just Laws of Pious Emperors concerning this matter, in C. de Usuris : who also determine how much it may be lawful to take above the Principal. 10. Add to these the use and custom taken up in the Reformed Churches : I do not therefore in the least doubt but that such Usury is lawful : And Carol. Molinæus a very famous Lawyer, and a Professor of true piety, concludes the same in his large Volume which he wrote of usury : Thus far Zanchy. So then, it seems, regulated Usury is no such bug-bear, that any need be startled at the mention thereof ; or be ashamed to plead for it, after Men of such Worth and Eminency. I return to the Author.

M. J. And what should the Usurer do in Heaven ? there are no Bills, Bonds, &c.

Reply : 'Tis well, I see Mr. J. is not the Key-keeper of Heavens Gate ; for then, 'tis like, not one of those that takes a Penny-Usury should enter : though such as take

take Interest or Inter-usury, or after-usury, probably might find so much favour at his hands, as to have admittance. Such reasonings as these, whosoever were the Author of them, me-seems, were born before day ; the which, if admitted, would turn us all into Adamites : or rather, might have been more agreeable to the men before *Adam*; the Inhabitants of *Utopia*, the New *Atlantis*, or *Terra Incognita* ; for this is the ground his Argument goes on, whatsoever is not to be found in Heaven, must find no place on Earth. He says, *There are no lenders, no borrowers in Heaven* : are there buyers then ? or are any builders there ? *In Heaven there is no clothing used, saving those glorious Robes of Christ's Righteousness* : there's no feeding, unless on the fruits of the Tree of Life, that grows in the midst of the Paradise of God : there's no drinking, save of the fruit of the Heavenly Vine : there's no taking possession, unless it be of that Inheritance incorruptible : there's no dwelling, save in that House not made with Hands. Must we therefore disuse all these here below ? Surely thus we should do, if Mr. J's Rhetorick were found Logick.

After the making good of his own Chap. 6.
ground, he comes to supplant his Antago-
nists, by answering their Objections.

Obj. 1. Biting is in your Text condemned;
I am no biter, and therefore I am not concerned in this matter, &c.

Whatsoever weight there is in this Argument, I think moderate taking of Use may be better justified by it, and on better grounds than he can condemn it from the same term.

Resp. Mr. J. Every Usurer biteth naturally; either actually or potentially, directly or consequentially. Take what is said in proof hereof, and see whether he writes not as a man that understands the Market.

Mr. J. For the borrower will take up his Interest, if by any means he can; and for that end he will and must often sell the Commodity at a far dearer rate than else he would, to be able to pay his Use, and live by the Over-plus, &c.

Reply: In this, and what follows, are suppositions upon suppositions; whereof if one fail, if one pin of his building slip; the whole totters. We must then grant him, these borrowers would not sell so dear as they could, if they did not pay Interest: we must grant him that these men can raise the price of the Market, at pleasure, which is not so: we will easily grant him, that the rest of the sellers will joyn with the borrowers, i. e. in selling as dear as they can: we must grant him that they would not have so done, unless instigated by those borrowers:

borrowers : what a deal of begging the question here is, afore there can be room for the conclusion ? Let us hear his proof out by an instance taken from the Rev. Bishop Jewel.

Mr. J. *A Merchant takes up of his Neighbour an hundred pounds, and must answer again an hundred and ten ; he bestoweth it all in Corn, and buyeth for his hundred pound an hundred quarters of Corn, he sends it to the Market ; the People have need of it, and buy it : If he sold it for eight groats a Bushel, he might make up his hundred pound and be a gainer ; but unless he maketh up a hundred pound, and ten pound to discharge his Usury, he must needs be a loser and undone ; but undone he will not be, he will therefore undoe many others, therefore he selleth accordingly.*

Reply : 1. Our Author you see, writes *Stilo veteri* : But what then, if the lender agree in partnership with the borrower, and run the hazard of the Principal, consenting to share both in his gains and losses ? (which with him is lawful yet ;) would not the same inconveniences here imagined, attend this Contract ?

2. By the allowance here made, I perceive Mr. J. would oppress the seller, who according to this account, after all his pains, time and hazards run, should gain but six pound thirteen shillings and four pence

A Reply to Mr. Jelinger's

pence for his hundred pound borrowed, and laid out for one whole year.

Mr. J. Or potentially the Usurer biteth the borrower: ----- I will instance in Land: the borrower takes up 400 pound upon Interest, and buyeth Land with it worth 20 pounds by the year: ----- and he payeth the Usurer 24 pounds by the year; in which case I ask the Usurer, whether the borrower must not needs be bitten? &c.

Reply 1. I would know, if on this score, any one should come to Mr. J. to borrow this 400 pound, would he lend it him freely? or is any other bound to do so? I remember Mr. Bolton says, that no man ought to borrow, but in case of need; I doubt whether this mans need would pass with him. But in truth, if the Purchaser borrows the whole 400 pound, few would judge him wise in meddling with the Purchase, or him much wiser, that should intrust the money with him on his single security.

2. Give me leave to make a supposition too, suppose then this purchaser meets with a friend, that lends him this 400l for 10l P. Annum: here is usury and yet not biting to the borrower: or, suppose there is so much Timber growing on the land bought as that therewith he makes up the 400l in some few years, who is Injured then; or where is the biting?

Obj. But here (faith he) the Usurer will

will reply; That so in other Contracts, as buying, selling, setting, a man may be bitten, and wronged.

And I add, that *Bp. Hall* makes over-reaching in these kinds the worst of Usury; Lamenting the Ignorance, or mistaken Zeal of those that cry down usury; but in the mean time make no bones of actions no less biting, or oppressive: they care not how high they sell any of their Commodities; at how unreasonable rates they set their grounds; how they circumvent the buyer in their bargains, and think any price just, any gaine lawful, that they can make in their markets: not considering, there is neither less, nor less odious usury in selling and letting, than there is in lending. It is the Extortion in both, that makes the sin; without which the kind or terms of the transaction would not be guilty, ---- In the ordinary loan-usury the borrower hath yet time to boot for his money; but here the buyer pays down an excessive Interest without any consideration, but the sellers cruelty.

What doth Mr. *J.* answer to the fore-said Objection? This,

Mr. *J.* So it may fall out, [viz. that a man may be bitten too in buying, selling, &c.] but herein lies the difference, that these fore-said Contracts are in themselves lawful; but usury in it self unlawful.

F

Reply :

pract. cas.
p. 11, 12.

Rivet in
Decalog.
P. 290.

Reply: But the Fathers (that he pleads condemn Usury as unlawful) do some of them also condemn Merchandising, or Trading for gains sake. As *Hom. 38.* on *Mat.* passing under *Chrysostome's* name: *The Lord casting out the Buyers and Sellers of the Temple, signifies, that a Merchant can never please God.* Again, *No Christian ought to be a Merchant; or if he will be, let him be cast out of the Church.* And *Cassiodore* On *Psal. 70.* speaks the same language: So that these Fathers, that judged one, judged both alike unlawful; and Bishop *Hall* judged neither unlawful, any further than there was Oppression in them.

Mr. *J.* But lending must be free, *Luke 6. 35.* It being reckoned amongst the liberal Contracts.

Reply; If the Civilians make good that all lending must be free; then let this Contract pass under another name, and that plea is answered; for it is not names or words; but things, that we are inquiring to.

Though enough hath been said before, to answer what is urged from *Luke 6. 35.* yet I shall not think it amiss to produce the sense of the Dutch Annotators on that Scripture. *And lend without hoping for anything again:* [or without hoping for anything from it] i. e. not only to them which ye hope will give it you again; but al-

so to them of whom ye have not this hope ; like as he here commands also, to love not only our friends, but also our enemies.

Obj. 2. The Law against Usury is political, concerning the Jews only, and not us, and therefore we cannot be condemned by it.

Mr. J. Answer : This is a fallacy, and the contrary can be sufficiently proved.

1. The Prophets enumerate Usury among the transgressions of the Moral Law, Ezek.

18. 8. Jer. 15. 10. and so doth this Psal.
15.

Reply 1. Jer. 15. 10. makes little to his purpose, the most that can be made of it, is what Diodate Comments thereon, thus : [I have, &c.] i. e. I have neither had strife nor contention with them, upon any private interests nor pretences ; but all is by reason of my Office. Junius to the same In loc. effect : I kept my self close to my own Calling ; I have had no other transactions with them : I warily abstained from all occasion of strife, which might any way happen among men.

Grotius understands the words of bare lending ; saying, Usury was forbidden among the Jews ; therefore the words must be read, Neither have I lent money to any one, nor any to me : * I have had to do with none upon any money-matter, whence strifes are wont to arise, say others.

2. In reply to Psal. 15. you may reflect upon Dixon's Comment thereon : I shall

* G. Sim.
Calv.

Synops.

* Gev.

besides produce what two learned Men say on the same Scripture. * *Sicut, &c.* As the receiving of gifts is one thing in it self; and the receiving of gifts upon an innocent man another; so is the taking above the Principal from the Wealthy, and from the Poor.

† Coc.

† To take use from the Poor is hurtful and burthensome, because he receives that he may live; but gainful for the Rich to pay use, for he receives that he may gain.

3. What is asserted usually of *Ezek. 18.* viz. that it contains Morals only; if the same be meant by way of exclusion to *Judicials*, may admit of a use of *addubitation*: to me there seems to be *Judicials* expressed or referred to, v. 7. *Oppression*, though a Moral evil, yet the particulars thereof might be immediately against a *Judicial Law*; and in the Margin of our Bibles we are pointed to *Lev. 25. 14.* which concerns *Judicials*. *Restoring the Debtor his Pledge*, respects a Law of the like nature, *Exod. 22. 26.* And the executing of true judgment between Man and Man, as to the Jews, was according to the Political Laws given in special to that Nation. Again, v. 9. *Statutes, Judgments*; Surely we may not hence exclude *Judicials*, seeing (as *Mercer Notes*) the latter doth properly signify such Laws, and so must signify, *Lev. 25.18.* whereto this

Text

Text seems to be a Counter-part. And Grotius saith the same : *Idem discrimen a-
pud Hebreos reperire est, qui cum distincte lo- De Jure,
quuntur, ius naturale vocant רצונת, ius
Constitutum סדר, quorum illud singula- Sc. p. 3.
mata, hoc ἐντολαὶ solent vertere Hellenistæ.*
It is not therefore a cogent Argument, that Usury is not forbidden by a Political Law, because the same is reproved, *Ezek. 18.*

2. In *Lev. 25. 35, 36, 37.* Usury is there forbidden ; but that is in the midst of other Political Laws ; there being none but such mentioned in that Chapter, therefore by his own arguing, this must be so too.

3. Take a farther Instance for the weakening his Argument, *Acts 15. 29.* Fornication is reckoned amongst Ceremonials, and yet no Ceremonial.

4. It is worth the Inquiry, whether Usury may not be against a Judicial Law, and yet, in them to whom it is by that Law forbidden, be Morally evil, e. g. Theft is a Moral evil, and yet the Instances wherein it is committed may be directly or immediately only against a positive Law of this or that Nation ? Hither belongs, what hath been already quoted out of Dr. Taylor's *Holy Living.* ----- This part of Justice (viz. Commutative,) is such as depends upon the Laws of Men directly ; and upon the Laws of God, only by consequence,

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and indirect reason ; and from Civil Laws, or private Agreements, it is to take its estimate and measures. And hither belongs a Saying of Austin ; Every one possesseth what he possesseth by Human Right ; for by Divine Right, The Earth is the Lords, and the Fulness thereof : God made the Rich and the Poor of the same Clay, and the same Earth supports both Poor and Rich ; yet by Human Right, one says, this Farm is mine, this House is mine. This House then, this Field is mine by a Humane or Political Law ; and yet whosoever takes it from me, is guilty of a Moral evil. The Law of Nature dictates this in general, that we must give every man his own, by what Law soever, whether Divine or Human, the thing become his own.

Atque hic obiter, &c. And here by the way, (saith Grotius) their error is to be noted, who derive the Israelites Right to the War, from thence alone, that God gave them the Land of Canaan. ---- whereas, what everyone possesseth by Human Right, is no less his, than if God had given it ; but that Right is not taken away by the Gospel.

4. I return back, whence I have digressed. The Law of Usury was Political, saith Judicious Calvin upon Ezek. 18. And Luther seems of the same Judgment, in that, he adviseth the Ministers of the Church to leave the Disputes about Usury to Lawyers

In Joh. 6.
Rivet
p. 272.

Lawyers and other good men, As we have seen before.

Mr. Hughes upon the Question; Whether the Law against Usury be in force? In Exod. 22. 25.
Answ. Not in the Political Consideration of the Jews, which was special to them; as to use it towards Strangers, and as a Balance of Government to themselves; but as to common and general Equity, &c.

And Rivet from Junius: ----- There- p. 285. fore if it could be proved, That the taking of all Increase was absolutely forbidden to the Jews, even in respect of a Wealthy Brother; it would not follow now, all yearly Increase to be altogether unlawful: for in this Law there might be somewhat Ceremonial and Civil mixt, which should not bind other Nations besides the Jews; for the Jews might not sell their Possessions for ever; but the buyer only did receive the profits unto the year of Jubilee, wherein unmoveable goods ought to be restored to the right owner, Lev. 25. 10, 15. But if it had been lawful for a Jew to take use of his Brother, that Law had been rendred use- less; for one would never have bought a Pos- session of another; but rather, would have re- ceived a yearly sum, without any toil, when he should have known that the Possession was to be restored to his Neighbour at a certain time. There is another Law of releasing Debts to a brother every seventh year, Deut. 15. 1. But if it had been lawful to exact

that increase from a brother, they would have so managed their Exactions in the six years, that at the time appointed there should be nothing left to be released to their Brother. These Civil reasons might be, why Usuries were more severely prohibited amongst the Israelites, which yet were lawful toward Strangers; even as it was not lawful after 7 years to exact a Debt from a Brother, which yet was lawful from a Stranger: for so it is said, Deut. 15. 3.

5. This administers another proof, That this Law was Political, and Usury not against the Law of Nature, beeing they might lend to a Stranger upon Usury, though not to a Brother.

Mr J. 3. *The very Law of Naure is against it.*

Reply; I grant it, if meant of oppressive and biting Usury, not else. Mr. J. here Cicero de mis reports Cicero, as if he had said, that Off. l. 3. *Usury is more against Nature than Death:* whereas Cicero speaks not there in special of Usury; but of increasing a Mans Estate by damnifying another, which may be the fault of the borrower as well as of the lender; and I find the words of Cicero made use of by the contrary minded to strengthen their Opinion: Cicero saith thus; *It is against Nature to advance a mans profit by the disprofit of another.* Again, *The enlargement of a mans own estate, hurting none,* is

is not to be despised; but wrong is always to be voided: but to detract anything from another; and for one man to advance his profit by the disprofit of another man, is more against nature than Death, than Poverty, than Grief, than any other things which can happen to the body or outward estate: for Nature will not permit, that by the spoils of others we should increase our Substance, Wealth, Riches: Neither is it only determined by Nature, i. e. by the Law of Nations; but also by Popular Laws, whereby Commonwealths in their several Cities are sustained, that it may not be lawful for any to hurt another for his own advantage; for this the Laws respect, this they design, that the Conjunction of Citizens be safe.

So then, the general Rules Cicero lays down, concerns both Parties; and Grotius De Jure citing them, adds, So great is the equity of this Saying, that hence the Lawyers define many things without the Prescript of Laws, always appealing to Equity it self as the most evident.

By these Rules then, which are fetcht from the heart of Nature, It is unequal and unjust for any to grow rich by money borrowed, and the lender not to have the least advantage thereby; but that he should forgo his money to anothers pleasure and advantage to his own detriment: How then the Law of Nature should be against all gain

gain upon loan ; or how the Heathen, yea, all Nation among them, should be so quick-sighted, as to discern, that all taking of gain for money lent should be against the very Law of Nature, seems very strange. Let that be weighed we receive from *Grotius* (who was as quick-sighted in Natures Dictates as most others :) *Per rem hactenus, &c.* So far they are obliged in this matter, that they may not become wealthier by anothers loss, i. e. That either they perform the Contract, from whence they are willing to receive the profit ; or let them part with the profit : ----- But on the contrary, they cannot be excused as free from injustice ; who though they dislike the Compacts, yet keep the profit which they should not have had without these Compacts.

Append.
Of Us.
p. 296.

To one pleading for Usury, and appealing to the general practice of the World, and the Law of Nature written in the hearts of men : I find Mr. Capel to answer him thus : *For the general practice of the World, I do not know, nor can he know what it is ; this may serve for an answer to his quotation out of Bishop Sands, viz. That all Nations at all times have condemned Usury :* the which assertion is easily spoken, but hard to be proved ; yea, soon disproved by the several Laws that have been made in several Ages, by Pious Emperors, Kings, &c. for the allowance thereof, and prescribing

scribing the sum that might be taken ; as *Zanchy* quoted, mentions ; and more may be discovered in due place. I have read of a Law amongst the Ancient *Grecians* and *Romans* that allowed one in the hundred, therefore called *Unciarie Usury*.

But to unfold this a little : We may come to understand, whence *Usury* came so generally to be forbidden among the Learned Heathen, both *Grecians* and *Romans* : If we mark what *Grotius* writes, viz. That the *Laws of the twelve Tables among the Romans* were borrowed from the *Grecians*, and these borrowed their *Laws* from the *Hebrews*. And by the *Laws of the Hebrews* *Usury* being forbidden, it came thence to be incorporated into the *Laws* of other Nations ; and whatsoever *Laws* have since by any Christian Princes been made against *Usury*, it is easy to believe they had their arise from the same fountain.

Mr. J. 4. *Usury is forbidden in the New Testament by our Saviour, Luk. 6. 35. and therefore the Law against it cannot be meerly Political.*

Reply 1. *Meerly Political* : None, that I know, saith it is, and therefore that term is ill foisted in : it is commonly said, that the political *Laws* of God carried a general equity in them ; and it is acknowledged, there is an *Usury* that is against Natures *Law*, as we have often said. If this *Law* be

be proved to reach the Jewish Nation, so that one Jew might not take Use of another Jew, whatever he were, it shall suffice to say, that it was so far political.

2. Luke 6. 35. hath been already spoken too, and it hath been proved, that all taking of Use is here forbidden, neither expressly nor consequentially ; it being the Interest of his poor Disciples, that Our Lord is here pleading : what is written by a *whole Duty of Man.* Judicious Author, may serve for a farther Comment thereon.

P. 367.

Sometime a seasonable Loan may do as well as a gift, and that may be in the power sometimes of those that are able to give but little : but when we thus lend on Charity, we must lend freely without Use, and also with a purpose, that if he should prove unable to pay, we will forgive so much of the Principal, as his needs require, and our abilities will permit.

Mr. J. Here Usurers make two Replys.

1. That Usury is not named by Christ, ---- nor any where in the New Testament. 1. Ans. True, nor is Sodomie committed with a Beast named in the N. Testament.

Reply : The reason is not the same : this latter being a sin of rarer practice, and carrying in it a greater abhorrency to nature, it was thought sufficient, that in the Ancient standing Law it was severely prohibited ; none of the Prophets that came after, making

making any mention thereof. The very naming of some sins (such as this) striking a horror into the hearers minds, no matter if their names, together with their practice, were quite forgotten. The Apostle speaking of Fornication and Uncleanness (the same very applicable here) says, *Let it not be once named amongst you as becometh Saints.* Should Mr. J. have mentioned that Sin he speaks of, as often as he has Usury, I think he would have abundantly offended modest minds thereby.

Eph. 5. 2.

Mr. J. 2. Other famous Writers shall resolve them about that place.

Reply: I have before cited others as famous of a contrary mind: And I think very few of our late Divines interpret Luke 6. 35. as condemning all Use.

Mr. J. Whereas some reply; That neither Christ, nor yet his Apostles any where mention Usury. It is answered, That Usury in those days was suppressed by the 12 Tables, and the Emperors then Reigning, Tiberius and Claudius, and Vespasian. ----- Tiberius himself, though otherwise wicked enough, yet would rather furnish his Banks with his own Stock to be freely lent for three yeers to the Citizens, upon only the security of the sum doubled in the forfeiture, than he would endure this griping and oppressing Transaktion.

1. Reply:

1. *Reply*: These proofs come far short of the Assertions : If these Emperors made Laws against Usury ; then, 'tis like, it was grown common, and fell under Publick Notice ; and as soon as Laws are made, practices of that nature are not quite suppressed : suppose Publick Laws Enacted in our Land against Drunkenness and Whoredom ; would that save Mr. J. the labour from Preaching down those Vices ? But letting that pass ; did the *Roman Laws* reach *Judea* and all the Empire? I think not ; the *Romans* leaving the Conquered Nations mostly to enjoy their own Laws.

De Jure, &c. p. 556. *Augustus* (as *Grotius* hath it from *Philo* in his Embassage to *Caius*) thought the custody of the Laws proper to each Nation, belonged no less to his care, than those of the Romans.

2. If this were granted too, that the Imperial Laws were imposed on *Judea*, and Usury thereby quite Supprest, does he not remember that Our Lord in the Gospel designed Rules, not only for the present ; but also for after-times of his Church.

3. But it is a strange presumption to think, that all Usury was indeed quite supprest by these Laws ; and he leaping from *Claudius* to *Vespasian*, gives cause of suspicion, that the inter-mediate Emperors were not so severe against it, considering withal, that *Seneca* living in that Interval, was (by his own quotation) a notable Usurer,

surer, who was contemporary with *Paul* and other Apostles : And being it was practised by so great a Moralist as *Seneca*, it sets me a wondring how they shoule have so great a Charity for *Tiberius*, (a man made up of craft and cruelty) as to believe he shoule exceed the greatest Prescian for Morality in his time, (not to mention some of the ablest and purest Christians of these latter days;) as also that the Law by him made against Usury was in real detestation of Oppression ; and not rather, a cunning insinuation to ingratiate himself with the Multitude; and withal, a politick fetch to suppress all the Petty Usurers, that he might have vent for his money, and monopolize the Trade to himself; pretending free lending, but intending to make his Market by the forfeiture of the double Bonds; which whosoever should do amongst us, would probably be a far greater gainer than any other Usurer, that keeps within the bounds of the Law could be.

4. And upon the whole, their case seems wide from ours, Usury then, after the Laws Enacted against it, becoming a transgression of a Civil Law, moderate Usury with us, not so.

5. And before and after these Laws of theirs, there being no bounds fated to the
greedy

* ex libidine locum pletium agitaretur taciti Hist. l. 6. c. 16.

greedy Usurers desires, but what his * own will, and the borrowers necessities admitted; 'tis like there was Oppression enough lurking under this name, and deserving to be supprest; whereas with us the Laws of the Land have measured out the bounds to the lenders profit; *Hitherto, but no further.*

p. 42.

6. And I understand from him, that some of the wiser Emperors coming after, did not absolutely forbid, but limit Usury. Alexander Severus *trientarium constituit.* Antonius Pius *Imperator ipse trientarium exercuit ut plurimos invaret.* These wise Emperors made it lawful to receive 4 per Centum.

Mr. J. Their second Reply is, That God permitted his People to lend upon Usury to a stranger, and that therefore the Law against usury is Political; for if Moral, how could they lend to a Stranger, Deut. 23. 19, 20.

Mr. J. Ans. Some say one thing, some another. [But what faith he?] I for my part shall cut short what I have to say, and go to that most notable and emphatical expression, Deut. 23. 20. Unto that Stranger thou mayst lend upon Usury, the Canaanite, namely, whom God would have consumed and destroyed, and ashom it was lawful to kill. So blessed Ambrose decideth this Controversy. [A bad shift is better then none,

none, especially if it have a venerable name to plead for it, and Antiquity to boot: but yet, it seems this is the best he could find: let us hear him out.] *But that you may more fully see that it is not every Stranger; but the Canaanite whom they were to put to death: I will quote that notable place, Lev. 25. 35, 36. Yea, though he be a stranger or a sojourner (understand, faith he, become a Jew) that he may live with thee, and then v. 36. Take no Usury of him nor Increase.*

Reply 1. This Proof overthrows it self; for it by *Stranger* (to whom they were forbidden to lend on Usury, as well as to a Brother) we are to understand a Proselyte, or one turned to the Jewish Religion; then it follows necessarily, that by *Stranger*, to whom they were to lend upon Use, we must understand all other Strangers, not so Proselyted, of what Nation soever, and not the *Canaanite* only.

2. The Text will clear it self; for there *Brother* is opposed to *Stranger*: The *Egyptian* was not their *Brother*, therefore a *Stranger*, and consequently, one to whom they might lend upon Usury; and so lending to such end is not against the Law of Nature. The *Jews* might not oppress a *Stranger*, that is frequently forbidden them; but yet they might lend to *Strangers* upon Usury, and therefore all Usury

is not Oppression, nor against the Law of Nature.

De Cons. The Scripture (saith Learned Ames) I. 5. c. 44. seems to indicate some Usury to be lawful in it self, seeing it was granted to the Jews to receive Usury from any Stranger that was not poor, Deut. 23. 20. for if all Usury were intrinsically, and in its own nature sinful; then the Jews might not have taken Use from the Gentiles without great scandal, whereby the Gentiles would be turned away from the Jews Religion and Law, as admitting that for lawful which was unlawful.

Contra Judeos.
I. 7. c. 7.
P. 526.

All Usury is not forbidden (saith Hornbeck), neither is the Contract for gain upon Loan, sinful in it self, or against the Law; otherwise, this had not been at all allowed or granted; the which God indeed prohibited the Jews amongst themselves, not with Strangers: for what is in it self a sin, is every where such, and can no where be counted lawful, or be approved: no not with the Gentle. The Laws are such, for here are two to be considered, the one which forbids Usury to the Jews, the other which grants it, Lev. 25. 35, 38. The reason is, because they were Brethren amongst themselves, had one common father after a singular manner, and the Inheritance, and the Goods of the land immediately delivered them by God, and after a sort common, which were the foundation of that Political Law, as far as it concerned

the Jews, Deut. 15. 3. and 23. 19, 20. Thou mayst lend, &c. It was unlawful to take Use of a Brother, not only for this or that thing, but for any thing whatsoever; not so of a Gentile, ---- for what favour they were bound to shew to a Brother, they did not therefore owe to the Gentiles: The reason of the disparity is manifest. It is lawful at no time to do ill, although the same degrees of bounty and kindness are not due to all: they were not bound to offer the same Offices to a Gentile, which they owed to a Brother: wherefore not to lend to a Gentile, without Usury; which degree of mutual Charity belonged only to a Brother.

I have been the longer in this Quotation, because of the several reasons it carries in it. I shall take the same liberty in commenting Grotius, on the same account, who in *Luc.* speaks excellently to this purpose, and answers the usual cavils made against this Reply.

I come (saith he) to that Right which God granted to the Jewish Nation, Deut. 23. 19. Thou shalt not lend to thy Brother upon Usury, &c. here they that judge all Usury to be against the law of Nature, understand, what is spoken of lending upon Use to a Stranger, to be a permission of Fact, not of Right; which neither the words admit, nor ever was so understood by that People to whom the Law was given: I have Jose-

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thus---- and Philo for Witnesses, ---- to whom all the Rabbines consent ; from whence it is sufficiently apparent, if I mistake not, that the Law was understood of Citizens toward Citizens, which also the words in Leviticus shew : for there also usury is forbidden, this reason being added, that thy Brother may live by thee, Lev. 25. 36. wherefore when in the Psalms and in Ezek. he is commended that exerciseth not usury, that is to be understood according to the laws prescription. Ambrose, and some following him, by Strangers understand those seven Nations with whom the Jews had a just War, and he thinks it no wonder if it were lawful to take use of those whom it was lawful to kill. But neither doth this Interpretation agree to the words of the law : for seeing Strangers are opposed to Brethren, i. e. Citizens, it is certain, not these or these, but all Strangers must be understood. Add, that it in no wise became the gravity of a Law, to grant usury towards those, whom they were bound wholly to slay. The cause of the difference therefore was this, That God would have the Jews to observe amongst themselves, not only those Offices which are common amongst all men, one towards another, and which in strict reason of right and due : but also many Offices of a nearer tye and charity : As in the Law of Servants, Pledges, plucking the Ears of Corn, and many other may be seen, ---- But that Law of

of Moses, in that it respects the State of that Nation, and was given to one Nation only, binds not others, any farther than it contains a Natural Equity. What Christ would have us do, seeing there is no particular Command extant of this matter, must be collected from general Rules.

Thus far *Grotius*. Think on it once again, how unlikely it was, that the Jews might lend to those Nations, whom they were bound utterly to destroy: And Deut. 7. begin. they are charged to make no Covenant with them, nor shew any Mercy to them, nor enter Marriages with them: And the reason there given is, because these Nations would entice them from the Service of God to Idolatry: which same reason would also hinder them from lending, or having any civil Commerce with them.

3. For a farther Confirmation of what is here said, take a parallel place, Deut. 15. 2, 3. where the like opposition is between Brother and Stranger, and the like privilege there granted to the former in the matter of the Release, that is elsewhere given him in the matter of Usury: All Debts were to be released every seventh year, v. 3. *Of a Stranger thou mayst exact it again; but that which is thine with thy Brother, thine hand shall release:* אַת חֲנִכְרֵי חַדְשָׁת: The expression is as emphatical altogether, as that which they translate,

That Stranger: And yet none, I dare say, understands *Stranger* in this place, barely of the Canaanite: but as respecting all other Nations beside that they might have any Commerce with.

Calvin upon Deut. 23. saith, *But in this place there is no mention made of Hittites, ---- nor of any other people of that land: but in general, of all Nations of the World: Egypt is here comprised, and Syria, and all the Isles of the Sea, and all those who had intercourse of Merchandise with the Jews*, Vid. Diodate in loc.

Obj. 3. *Doth not Christ allow of Usury, when he saith, Mat. 25. 27. Thou oughtest therefore to have put my Money to the Exchangers: and then at my coming I should have received mine own with usury.*

Mr. J. Answ. The words are part of a Parable, and -- symbolical Scripture is not Argumentative.

Reply 1. And yet he made it before one of his Arguments against Usury, because the Devil was a Metaphorical Usurer.

2. Though I have not thought any Argument of cogency could be deduced from this Text, yet I shall propose to consider what the Learned Ames writes: p. 375. *Hither (saith he) may be referred, that it is very probable from that Parable of the Talents,*

lents, Mat. 25. 27. Not only that there was some usury of Money-Changers in common use amongst the Jews, but also that it was not disallowed of Our Lord: because under that Similitudo he requires a spiritual Office, without the least hint of any disallowance, the which he was wont to use in other Parables, which illustrated duty from disallowed Customs, as Luke 16. 8.

The Fourth Objection that Mr. J. answers, contains this Plea: That Usury is by God forbidden to the Poor only, and not toward the Rich, and therefore lending to the Rich for use is lawful, As Exod. 22. 25. Lev. 25. 36.

Mr. J. Answ. This is a very specious Plea, I confess: but yet I hope through mercy to overbrow it.

1. The most wise God foreseeing how some would abuse such namings of the poor people, leaveth out the poor in the repetition of his Laws, i. e. in Deut. 23. 19. Thou shalt not lend upon Usury to thy Brother: Mark, Brother, And is not the Rich thy Brother too?

Reply 1. I like this answer the worse, because it reflects upon the Wisdom of God, in effect, attributing over-right to him: as if the inconveniences happening had not been fore-seen at first; the which oversights are frequent with men, which they

are wont to rectifie by an after-act, revoking the former. But far be it from us, that we should thus charge God with folly.

2. To see farther yet, that Mr. J. is out in his reckoning, and that, where mention is made of lending in the repetition of the Law, the Poor were not left out upon any such account, as is pretended; you shall find the Poor expressly mentioned in the business of lending, in this Book of Deut. viz. Chap. 15. 7, 8. *If there be among you a poor man of one of thy Brethren, within any of thy Gates, --- thou shalt not harden thy heart, nor shut thy hand from thy poor Brother: but thou shalt open thy hand wide unto him, and shalt surely lend him sufficient for his need, in that which he wanteth.*

This place joyneth Poor and Brother together. So Ezek. 18. 17. the place so often pointed to, and the which was written long after this foresight he mentions; there we have these expressions: --- *that have taken off his hand from the Poor, and hath not received Usury or Increase.*

3. To come closer yet; *Levit. 23. 19.* where 'tis pleaded, the Poor is left out, and Brother put in its room; yet there, say I, the expressions, in effect, do limit it to the Poor, for who are wont to borrow Victuals, and the like, save the Poor?

Hear

Hear Zanchy; Also put not out thy meat to usury; therefore he spake of the Poor. And Rivet: Let us consider the places: ---- P. 284. Deut. 23. where is no mention of the Poor, We mean all, and do contend, that that third place contains the same restriction, if not in express terms; yet both in the comparing of what goes before, and what follows after: for when he enjoyns, that none should lend to his Neighbour, either Money or Victuals upon usury; he shews that usury to be forbidden, which should be received from him, who had need of meat; and borrowed money, not for that end we have spoken off, viz. for gain; but for his Maintenance, forced through necessity, as is evinced from other places.

+ I shall add farther Testimonies: Mr. Baxter in his Directory, Part. 4. p. 125. §. 18. Usury [as by him stated] is not forbidden us by the Law of Moses. 1. Because Moses law never did forbid it: for 1. It is expressly forbidden as an act of unmercifulness; and therefere forbidden only to the Poor and to Brethren. 2. It is expressly allowed to be used to Strangers, Deut. 23. 19, 20. to whom nothing unjust or uncharitable might be done: onely such a measure of Charity was not required toward them, as unto Brethren. --- So that the Prohibition of Usury is in the Law it self restrained only to their lending to the Poor: but in the Prophets

who

who do but reprove the sin, it is expressed without that limitation, partly because it supposeth the meaning of the Law to be known, which the Prophets did but apply: and partly because there was little or no lending used amongst the Jews, but to the needy, as an act of charity. 2. And if it had been forbidden in Moses only, it would not extend to Christians now, because the Law of Moses as such as is not in force.

5. What need of farther witness? The first Law against Usury limits it to the poor, and there is no Law or Comment following in Scripture that extends it to the rich, why then should we extend it to the rich? The Law saith, *Thou shalt not lend to thy Brother that is waxen poor by thee upon Usury*: that is, (saith Mr. J. in his Comment) Thou shalt not lend to the poor or rich upon Usury: Strange Comment!

Again, In Lev. 25. The Law against Usury is not only restrained to the poor by name, but his poverty is intimated as the reason of this free Lending: So it runs, *If thy Brother be waxen poor, and fallen in decay with thee, then thou shalt relieve him, that he may live with thee*: This last reason is twice repeated: All this intimating the persons to be such as borrow for a Livelyhood; necessity is the reason of his borrowing. "Where the object and reason

" reason of a prohibition ceaseth, the pro-
" hibition also ceaseth, saith Rivet. There
are several Laws mentioned in this Chapter
that are also limited to the poor, see
v. 25. 35, 39, 47. And the same general
reason annexed to them all, viz. *I am the
Lord your God.*

Mr. J. 2. *And what were those usurers
whom Nehemiah did so blame and condemn
for usury? were they not such as lent to
them that had Lands, Vineyards, &c. Neh.
5.6,9,11. Will you usurers call such Land-
ed men poor?*

Reply 1. Mr. J. himself called them
poor borrowers; And were he in the like
case with most of them, he would count
his Condition poor. Some of them so poor,
they were forced to sell their Children to
keep themselves from starving, after they
had mortgaged their Lands and Vineyards,
&c.

2. But whether they are to be called
poor or no, it seems they were for that
present very necessitous; otherwise they
would not have mortgaged their Estates,
Lands, Houses, &c. To buy Corn, and
for a Livelyhood; nor have suffered their
Sons, and Daughters to have been brought
into bondage.

3. Here I consult Rivet again. We grant p. 279.
*there must be lending to a poor man placed
in Extremity, not only without the hope of
an*

'an early return, but also although there should be no hope of the principal: farther, to those which otherwise do not want goods, but are in such a condition wherein for a time they cannot enjoy their own, loan must be granted freely, which they require to the necessary support of their life for a time.'

4. In my Animadversions on what is written by Mr. Capel on this subject, I have given a fuller Answer to this place, viz. Neh. 5. Only this here; Let it be considered, whether the Case mentioned were not extraordinary; as was that of the Primitive Christians, when they sold their possessions, and laid down the price at the Apostles feet. And I think those none of the wisest Divines (whatever their Zeal may be) that draw Ordinary Rules from Extraordinary Cases or Examples: As they that would destroy propriety, and make all things Common, from the foresaid instance of the primitive Christians: So they that would bring in a necessity on Ministers ordinarily to work for a Livelyhood, because the Apostle Paul under Extraordinary Circumstances did so.

What Mr. J. faith (1.) Of a fallacy of *Cause non pro causa*, avails nothing. For (upon supposition that the Law it self be not political and proper to the Jews, but universal, and in its full force to this day)

day) I say, that usury in Scripture is forbidden only with respect to the poor ; or, wheresoever free lending is express with its object, there the poor are express or implied ; and the reason used for free lending reacheth not others.

Mr. J. 2. Fallacy of consequence, for it doth not therefore follow a man may lend upon usury to a rich man ; no more than this, that a man may rob a rich man ; because it is written, Rob not the poor, Prov. 22. 22.

Reply 1. I grant his reasoning were good, if it were proved that all gain for Loan were a moral evil, or against Natures Law, as Robbery; but that cannot be proved.

2. In the Text mentioned, there is a particular reason added, whereon the diswasion is grounded, or which was the temptation to the sin, viz. Because he is poor, taking occasion from his poverty which is without power or defence, saith Diodate.

3. Learned Rivet hath answered this objection, as urged by the Bishop of Winchester : Thus. *He urgeth, What a consequence is this? The Law forbids taking use from a poor man, therefore it permits taking from the rich.* This being said, he knits many absurd consequences, which he pretends to be of the like import : As,

The

A Reply to Mr. Jelinger's

The Law forbids to oppress Widows or Orphans, therefore it permits, that such as have husbands and parents may be oppressed, &c. But in such Consequences there is a dissimilitude, because oppression and the like are evil in themselves, as is clearly proved from other places, but it is not in it self evil, to take any increase for loan, but in some cases only, into which the rich man, while such, falleth not.

Mr. J. The Stranger is Excepted, and not the Rich, Deut. 23. 29. 20.

Reply. Neither was it necessary; the person to whom it was unlawful thus to lend, being sufficiently pointed out in former rehearsals of the Law. The Dutch Annotators upon Deut. 23. 20. Unto the Stranger thou shalt lend upon usury, i. e. Thou mayest lend upon usury; because they had dealing with the Jews, not as the poor Israelites had by reason of poverty, but to trade and traffick with them, and to be enriched by them.

Mr. J. A gracious promise is here made to such as shall so freely, and without Usury lend to rich and poor.

Reply. 1. This is more than I can see from the Text (or any other) the borrowers here being such as borrowed Victuals & Money to supply their urgent necessity, but on the contrary there is a curse upon the head of any that is liberal to the rich, Prov. 22. 16. *He that oppresseth the poor to increase his riches, and he that giveth to the rich, shall surely come to want.* 2. Let

2. Let the Reader observe how Mr. J. makes it our duty equally to *lend freely* to poor and rich. The Law saying, *Thou shalt not lend upon usury to thy Brother?* And is not the Rich thy Brother too? saith he. In that the Law saith, *Thou shalt not lend upon usury,* It doth say, *Thou shalt lend;* Under this Prohibition (saith Ainsworth in Deut. 23. 20.) the contrary is commanded, that we should *lend unto our poor Brother freely, and not take again any thing more than was lent.* And to our rich Brother too, saith Mr. J. But so far I think he will have but few of his mind. But if we are not bound to *lend to the rich,* I see not, how we can be bound to *lend freely to them.*

3. Of a truth there should be some difference put between rich and poor in the business of lending: So thought the learned Dr. Hammond, who after he hath given us (as he saith) the one only ground against Usury in the New Testament, taken from Luke 6. 20. And having declared his Judgment against taking use of the Poor, he adds; *As for the Case of the rich mans lending to the rich, there hath appeared nothing in either of these Interpretations which will oblige us to it, or (if he do) which will prohibit the taking Interest of him.--- So do I not know any other, so much as colour of Text in the New Testament that forbids it,*

Pract.
Catech.
p. 316.

p. 313, &c.

it, nor indeed reason nor Analogy, &c.

p. 38.

Rules of
holy liv-
ing p. 205.

p. 56.

p. 38.

So then Mr. J. might have taken notice of others besides Presbyterian and Congregational men, that all allow of taking use of the Rich: here you have this learned Doctor putting a difference betwixt Poor and Rich in the transaction of *Lending*; as also Doctor Taylor doth in that of buying and selling: That to poor persons the utmost measure and extent of Justice, is unmerciful; which to a rich person is Innocent, because it is Just, and he needs not thy mercy and remission.

4. Yea, we learn from Mr. J. himself, *That by lending to such as are rich, we do but furnish them with Nerves and Sinews to do mischief with, to oppress others in bargaining, &c.* If we lend freely to the rich, would not the same mischiefs follow, yea, be increased?

His Answer to the second Reply needs no farther consideration, as being abundantly satisfied from what hath been already spoken. Only, As to what he whispers into the Ministers Ear; I am to seek out of his meaning, when he saith, *If thou art against usury indeed, as thou sayest thou art, then why dost thou speak against me that speak against it, when I do not once mention lending to the rich?*

Hath he not once and again mentioned Lending to the rich? Doth he not plead for

Vide p.
35, &c.

for a free Lending to such ? Doth he not make a Lending for gain to such sinful ?

Reply 3. We must not make more sins then God maketh.

Mr. J. I confess it, but doth God make Lending to the rich no sin ? I pray where is the place ? shew it if you can.

Reply : His Answer depends upon this Medium, "whatever is not express in Scripture to be lawful, is sinful : the which, how weak it is I need not stand to shew: It being, as far as I have learnt, a certain rule, that in things of this nature, where Civil Contracts and dealings are concerned, whatsoever is no way forbidden, is lawful. God hath no where made lending to the rich for gain a sin ; Ergo, It is no sin,

Obj. 5. I show Charity to my Neighbour, for by my loan ; he preserveth his Estate, &c.

Mr. J. Answ. 1. Charity is kind, but usury is Cruel.

Reply. This is said, but not proved, as to the Usury I am pleading for. It is evident and undeniable, being every days experience, that many men have not only preserved, but increased their Estates by this means, and the Commonwealth not at all bitten.

Mr. J. 2. Charity should be free in lending, Luke 6.35. H Reply.

Reply. So Charity should be free in giving too ; Only both must be where there are due objects, to some we ought to give freely, to others we ought to lend freely ; but others there are to whom we owe neither, either by the Laws of God or Man.

Ut supra Give to every one that asketh : Though P. 3¹⁴. the words (faith Dr. Hammond) are in an unlimited latitude, yet ordinary prudence will interpret them so, that if a covetous rich man ask of me, I am not bound to give to him, but only to him whose wants set him on asking : And so consequently in like manner the prohibition or forbidding to exact, take, or require use of him that borrows, belongs not again to the poor or mean Creditor, when a rich man borrows of him, &c.

Obj. 6. I will never be perswaded God will damn that man who doth as he would be done to,--- Mat. 7. 12. I would be willing to pay, &c.

Mr. J. Answ. 1. Nor would I be perswaded that the Usurer would be willing by an absolute and free will to pay Interest.---

Reply. I am in this of his mind, if any would so far befriend the Borrower, as to lend him gratis : this being of the two more eligible. *Quis nisi mentis inops, &c.*

Mr. J. adds, To pay Interest ; if he were in many Borrowers Case.

Reply. 1. This is not well stated : the question being, whether it be not reasonable

ble for some that borrow to pay interest, that can do it, and not be prejudiced by the Contract.

2. I shall not pass farther, until I have look'd a little nearer into the Golden Rule laid down by our Saviour, *Of doing as we would be done unto*: which is the Rule of all Civil Trade and Commerce.

So B. Taylor thought: *Whatsoever ye Rule of honour would that Men, &c. This is the measure lively*.
(faith he) of Commutative Justice, or of that P. 180.
Justice which supposeth the Exchange of things profitable, for things profitable: that as I supply your need, you may supply mine; as I do a benefit to you, I may receive one by
om.

3. Dr. Hammond treating (as before) Pract. of Lending to the rich for gain, writes Cat. thus; *I do not know any other so much as* P. 316. *colour of Text in the New Testament which forbids it, nor indeed reason, nor Analogy, either from that great Rule in hand, Of doing as I would be done to (for if I were a rich man, I would, in Case of convenience or advantage, that a loan would probably bring in me, be willing to pay use for it) Or of loving my Neighbour as myself.*

3. From this very Rule Zanchy pleads In Eph. 4. the Lawfulness of taking Use or Interest. 28.
Add (faith he) the Rule of Christ, whatsoever therefore ye would, &c. But who

is there that would not (and that from a right Judgment) be made partaker sof that gain, which is made by the Communication of thy money?

p. 280.

5. Such a Contract (saith Rivet) hath its foundation in natural equity,--for natural equity requires an equality: which is not where one receives all the profit, but the other all the disprofit. It is meet therefore in bargaining, that the profits and disprofits be equal: that therefore things unequal may become equal, the very Law of nature persuades that the profits be divided, therefore a wealthy person, to whom an undue office of Lending is performed without any necessity, ought to pay to the Lender by way of recompence, part of the gain gotten by the money lent: and may be bound thereunto before lending, as unto a Condition. The which is confirmed by this Rule of natural right, As you would that men, &c. Luke 6.31. But there is none that would not be admitted to a participation of the gain, which was procured by the loan he made with the foresaid Circumstances: Therefore he ought to deal so with his Creditors, and not think himself aggrieved by so doing.

P. 9.

Lastly, Hear Bishop Hall: Shortly (saith he) for the guidance either of our caution or liberty in matter of borrowing and lending, the only Cynosure, is our Charity; for in all humane and Civil acts of Commerce, it is a sure

sure Rule, that whatsoever is not a violation of charity, cannot be unlawful; and whatsoever is not agreeable to charity, can be no other than sinful: and as Charity must be your rule, so your self must be the Rule of your Charity, look what you would wish to be done to you by others, do but the same to others, you cannot be guilty of the breach of Charity.

But the equity and reasonableness of the transaction, here pleaded for, as grounded on this Rule, will farther appear, if it be remembred that Charity begins at home.

1. Bishop Hall says, God hath not Com. p. 2.
manded you to love any man more than your self; and there can be no reason why you shoulde vail your own just advantage to another man's Excesss. ---- Again; What reason can there be, that to pleasure another man, I shoud hurt my self, or that I shoulenrich another by mine own loss?

2. God would not have thee (faith Mr. Burton, in Caveate for Sureties) to help thy Neighbour without any care to save thy self: For although he hath said, Love thy Neighbour as thy self, yet he never said, Love thy Neighbour better than thy self; or, Love thy self less than thy Neighbour, but love him as thy self: i. e. help him and save thy self too, or else thou shouldest love

him, and hate thy self, which in the same words is condemned.

De Off.

1.3.p. 115.

3. Thus Cicero; Neither are our own profits to be omitted by us, and delivered to others, when we want them our selves: but every one must look to his own profit; which may be obtained with another's wrong: wisely speaks Chrysippus; He that runs a Race, ought to strive and endeavour to the utmost that he may overcome: but he ought not at all to supplant him, with whom he striveth, or thrust him by with his hand. Thus in our life it is not unjust for any one to seek after what makes for use, but to take from another is not lawful.

Annot. in

Luc.6.

35.

4. You may find it applied to the present Case by Grotius: Nature dictates that none is bound to profit another to his own loss: but he that parts with his money for a time to pleasure another could have laid it out upon Fields, or Houses, and receive the fruits the mean while, the which, if any call uncertain, yet that uncertainty, as all chance, hath its value, and may be sold.

p. 280.

More fully Rivet. Christian Charity requires that every man chiefly look to himself and his Relations, all things considered; If any provide not for his own, &c. 1 Tim. 5. 8. And Parents are bound to lay up for their Children, 2 Cor. 12. 4, &c.

5. The

5. The same is applied by Dr. Ham-^{pract. cat.} mond to selling: *He that sells too low, may offend against himself and his own Family; and a man is to love himself, and not his Neighbour only.*

Obj. 5. *The laws of men, and even of Christians, the Civil law, the Canon law, the Statute law, do allow of usury, and do you think they would, if all Usurers should be damned, as you say?*

Mr. J. Answ. i. Denying the Assertion, that they allow of it; they do but tolerate, permit and restrain it for some Civil good, and to avoid greater evils.

Reply 1. Greater evils? What greater than the damnation of so many souls? (for that is the doom he hath passed on all that take Use) I cannot believe it: neither can there be any Civil good sufficient to counterbalance such a mischief, by him supposed.

2. Neither can I be perswaded, (however God might tolerate a Bill of Divorce for the hardness of the Jews hearts) that men may take so much upon them, and contrary to an express Prohibition of God, by Law, positively tolerate or permit that which is in it self unlawful, against the light of Nature, and so destructive to the Souls of men; for what would this be, but a virtual dispensation given for the breach of

the Divine Laws? And might not the *Papists* plead for the like Toleration of Stews in their Dominions, even on the same ground, of avoiding greater mischiefs.

3. But I think it not difficult to prove, that it is somewhat more than a bare permission, or immunity from punishment that Usury lays claim to from these Laws; I mean, an allowance, (by him denied:) for by virtue of these Laws, may not a man recover the Use by them prescribed? *In some Cases, the Law of Nature, and the Laws of all Countries do allow it;* saith Mr. Perkins. *It is expressly allowed to be used to Strangers,* Deut. 23. saith Mr. Baxter. *Hither belong* (saith Zanchy) *the just laws of Pious Emperors --- who also determine how much it may be lawful to take above the Principal.* And that Mr. J. is mistaken concerning our Laws, I shall send him to the last Statute, (which is the only Law in force in this Land:) This looking back upon the Law immediately preceding, expresseth, Its allowance of eight in the hundred. And now I am come so far, I shall take a little more notice of the Law in force: This forbids taking above six per Cent. by way of bargain, loan, exchange, covenante, shift or interest: some whereof are by Mr. J.'s concession in themselves lawful, and there ore here not only permitted, but also allowed, as long as they keep

keep within the bounds prescribed: And all these fore-mentioned dealings are forbidden, not only with respect to Money, but also to Wares, Merchandise, or other thing or things whatsoever; and with respect to the forbearing and giving day of payment for one whole year, &c.

Mr. Bolton rejects this last too, as Usury; what are Mr. J's thoughts herein I know not; but by that Opinion, I suppose, few of the Shop-keepers, Traders, Merchants, &c. in the Nation will escape censure. Whatever he thinks in this matter, I shall hereafter prove it reasonable, and the taking of Use to stand on the same foundation of Justice and Equity with this.

4. Let it be also considered, that forasmuch as propriety (which is founded on the Law of Nature) receives its limitation and application from Human Laws; whether any man hath not the same right to 6 per Cent. in this land, that lends his mony, as any one has to his Lands and Tenements, or any Goods he enjoys by virtue of these Laws? Dr. Hammond speaking against the founding dominion in Grace; brings to disprove it: That known Maxime, that Christ's Kingdom is not of this World, that became not to interpose in Secular Affairs, (such are the proprieties of men) but disclaimed having any thing to do to be a Judge,

pract. cat.
p. 298.

Judge, or divider amongst men, and himself pays Tribute, &c.

And these things we are treating of, being Civil, Political, and depending on human Contracts, are the proper subjects wherein human Laws are concerned, for the stating the bounds between borrower and lender in the matter of gain; as they also do in some cases between the buyer and seller: provided still, that these Laws do keep within the general bounds of Equity and Moderation that may be collected from Scripture or right Reason. It appertains to these Laws to state and appoint; as at what rate Gold and Silver shall be valued; so also what rate Money lent shall bear.

'Tis what we have learnt before from H. living. Dr. Taylor: That commutative Justice is such as depends upon the laws of Man directly, and upon the laws of God only by consequence, &c. And we have Luther's Judgment too, favouring what I aim at.

Conscience (saith he) may be consulted for, If the Magistrate, with the advice of Divines and Lawyers, prescribe a certain middle way in these Contracts. And Grosius.

First, They ought to take heed, that under the covert of Usury they exact not more than is meet, the which because it is not placed in a certain point, but admits of a latitude

itude according to the diversity of Countrys
and Nations, ought to be defined by Civil
Law.

5. I shall close this Subject with Learned P. 281.
Rivet : In these Cases, neither Christian
Charity, nor Natural Equity, nor Humanity
is violated, if beside the Principal there be
an addition of some increase, and so much
gain, as by Publick Law is allowed and defi-
ned ; and that by the same right by which it
is lawful with a safe Conscience, to buy from
the same person part of his Revenues or E-
state.

Afterward : A wise Magistrate is not to p. 282.
be blamed ; if to prevent strifes, he shall be
pleased to use a certain moderation, by ap-
pointing a certain sum for an yearly Pension :
And seeing the Magistrate rewards Money
disbursed by Subjects with such an yearly Pen-
sion of five or six Florens, as is done in these
Provinces, therefore the appointment there-
of ought so much the more to be approved,
(Not as a toleration, or some bounds put to
Usury, otherwise unlawful) for the preven-
ting of abuses : otherwise he ought not to ad-
minister an occasion to sin ; but because he sees
it necessary for Civil Society, and not against
Equity, being he had an eye to that, and de-
signed to stop many Controversies. Therefore
the opinion of Learned Men is not amiss,
that as in Civil Commerce the Magistrate may
make use of other Constitutions, so of this al-
so,

so, without any scruple of Conscience; when he knows the Magistrate to be the Minister of God, and furnished by him with the power of making Laws, whom in this his Ordination he knows to have respect to Natural Equity.

I come to particulars: What Mr. J. 1. says of the Civil Law, --- Whereby ancient burdens were reduced (saith he) to some Mediocrity, makes more against him than for him, in that it acknowledgeth a Mediocrity may be found out in the transaction between borrower and lender.

2. Canon Law: The Doctors of it (saith he) use this Argument, That an Inferior law cannot take off the law of the Superior.

Reply: Gods Law of Usury being peculiar to that Nation, or restraining it to the poor; there is room enough for Human Laws in this case.

pract. cat. p. 313. Not impertinent to my purpose is what is laid down by the Rev. D. Hammond: I must tell you, that the business of Usury is not so clearly stated in the N. T. (and for that among the Jews in the Old, it is both obscure, and only to a fellow-Jew, and so belongs not unto Christians, who are not obliged by their Judicial Laws, any further than the equity of them is imitable by us) as that I can set strict and certain Laws to any mans actions from thence, &c.

Mr.

Mr. J. 3. Statute-Law, Jac. 21. Provided that no words in this Law contained, shall be construed or expounded to allow the practice of Usury in the point of Religion or Conscience.

Reply : Allow it then it doth in civil converse. And the determination of the Controversie, whether the Law of Old among the Jews made against Usury, be in force, is foreign and extrinsick to a Civil Court or Judicature. If the Civil Law forbids flesh in Lent, the use thereof at that time, in point of Conscience, remains lawful as before.

Mr. J. Answ. 2. That these Laws are so far from allowing of Usury, that they shew themselves most bitter enemies to it.

Reply : Not all Laws surely : we have in part seen the contrary already : nor against all Usury, but such as is vexatious and oppressive. So Learned Zanchy understood In Ephes. the Laws that were made against Usury ; 4. 28. saying, Hither belong all the Laws of Heathen and pious Emperors, whereby heed was taken, that such like Usury should not be exercised.

Mr. J. 1. The Civil Law in old time was so strict against Usurers, that they would not admit an Usurer to the administration of the Commonwealth.

Reply :

Reply 1. I can tell him too, when they would not admit a Christian to the same Employment.

In Luc. 5.
2. Whereas he saith, *In old time*: how old it was we may learn from *Grotius*: *Leo* [who lived in the ninth Cent. and began his Reign, Anno 936.] was the first Emperor, ---- who thinking all Usury forbidden Christians, established it by a common Law, whereas before the Churches themselves were wont to take Money [sub trientalibus Usuris] after four in the hundred.

And the Emperors which forbade Usury, forbade Suretiship too, says the same Author: which strict Laws some Emperors since have recalled; or else *Zanchy* was mistaken, who says; *Hither belong the Laws of Pious Emperors*, ---- who also have determined, how much above the Principal it may be lawful to take.

Grotius De Jure, Sc. 1. 5. c. 2. §. 1. 2.
3. Whereas the Laws Ecclesiastical and Canon, denied them the Sacraments, &c. This also was toward the latter Ages, not in the purest Antiquity, if we credit *Grotius*: *Amongst the Ancient Canons* (saith he) *I find none, which removes from the Sacrament all those that exercise Usury promiscuously*; that was done in the latter Ages.

4. Statute-Law: Though some of these condemned Usury; yet they took it from Tradition as granted: not undertaking in point

point of Conscience to determine whether lawful or not ; this not belonging to their Jurisdiction. And our late Statute of Usury, passeth no such reflections thereon, as some before had done ; and the Laws in several other Countries, looking on it with a more favourable eye, allowing the practice thereof for their Christian Subjects, under due limits and restraints.

Mr. J. Some will reply : That the Law may be understood to be so bitter against all Oppressive Usury. But I answer, No.

Reply : It may be reasonably supposed ; that it was this oppressive Usury, that gave the occasion to those severe Laws against it : from which oppressive Usury, they did not think themselves, 'tis like, secure enough, unless they condemned all in general. Here Mr. J. grants, that all Usury is not oppressive : Let us consider his Answer.

No, for it declareth also what Usury is, namely, when a man taketh any thing over and above his loan : So Usury is committed, when a man having lent any thing that doth consist upon number weight and measure, doth take any thing over and above his loan.

Resp. A man lends his Neighbour a thousand pounds of Wool, or an hundred Bushels of Corn, suppose for two years ; here is number, weight and measure : at the

In Luke
6. 35.

two years end may he not take somewhat over and above this loan ; seeing the other, with his leave, hath the advantage of making the best profit of his Goods all this while ? *Grotius* states it lawful, saying, *All acknowledge that he has more, that receives for the present time any thing, than he that receives a long time after, for the advantage the natural possession brings with it ; which takes place no less in loan, than in a thing hired : if we stand more upon the weight of things than the Nicety of words ; but this very thing which is placed in the delay of time, without doubt may be valued, and therefore may be put into the bargain.*

Obj. 8. *Divers Moder Divines allow of usury, if it doth not exceed the sum limited by Law, and be moderate.*

Mr. J. Answ. *I know some few such Divine's do, &c.*

Reply 1. The way to find out the truth, is not to go to the Poll : Testimonies must be rather weighed than numbered : Error not seldom having the major-vote. In this our concern, I doubt not, *Grotius* is in the right *Nothing, saith he, is more safe, than to tye up Rules, either to the bounds of right Reason, or of the Divine Oracles.*

In Luke
6. 35.

2. Yet, as far as I can understand, the number is not so great on his part, as he would perswade us ; but may admit of a defalcation,

defalcation: few coming up to the height of his censure and strict definition, so as to make all expectation of the least gain Usury; and all such Usury damnable.

3. Whereas he brings in one Mustering up 18. for it, but answered by Mr. Bolton, and thereby, he saith, his labour saved.

I think on the same account he might have saved his whole Treatise, at least what concerns the objections forementioned; the work being done to his hands, by the same Learned Author.

Mr. J. But what speak I (saith B. Jewel) of the Ancient Fathers? ---- There was never any Religion nor Sect, nor State, nor Degree, nor Profession of men, but they have misliked it.

Reply. And that deservedly too, if this be meant of oppressive Usury: otherwise none is bound to believe him; and 'tis hard to prove the truth of it. He brings in B. Sands saying, All Nations have at all times condemned Usury; and Mr. Bolton---None have stood for Usury, for the space of 1500. years after Christ: If they meant of this Usury I am pleading for the Lawfulness of it will appear; that they did not take right measures, nor cast their Accompts right, if we call to mind what before we received from Grotius, viz. That Leo was the first Christian Emperour that

Ibid:

made a law against all Usury; whereas before that the Churches themselves were wont to take Usury according to 4 per Cent.

And Mr. J. himself affirmeth, That it reached to learned men in the Church in Chrysoftome's time; ---- and also to many great Professors of Godliness; And I shall add, to Martyrs and Confessors too, within this last Century: As I find it in the History of the Bohemian Persecution, wherein the Protestant Professors are said to suffer grievously under the Emperor, *Circa An. 1620.* The words of the Historian are these:

And because they thought that many had Money at Use; that they might also squeeze out this; they commanded that every man should bring what Bonds he had, upon pain of loosing the whole sum, if any one did but conceal the least. In Moravia there was a peculiar Judicature erected for this thing, which they called Grida, at Mulas-berg, where all were bound to appear; some were restored the whole, viz. those of less value, for an appearance of Justice, others were suppressed for counterfeit reasons, from others a part was set apart for the Emperor, &c.

2. Whereas Mr. Bolton says, That all Councils (besides the Nicene) that ever mentioned it, did condemn it: I may say, neither that Council, nor any other for the first four hundred

bundred years condemned it (one excepted)
save in the Clergy.

What is urged by him out of the Rev.
Bishop Hall; I shall make so bold as to ex-
amine.

Bishop Hall: *Nature teacheth, that Metals are not things capable of superfection: that the use of the Stock once received, it is not the lenders, but the borrowers: for the power and right of disposing the Principal, is by Contract transferred for the time to the hands of him that receiveth it, &c.*

Reply 1. Let it be observed how this learned Bishop, On the same question, doth as good as allow taking Use of the Rich, and is not, that I can find, of Mr. F's mind, in making the expectation of gain, Usury: only he is against binding by Contract to pay Use: Yet, In that the power and right of disposing the Principal (as he says) is by Contract transferred to the borrower: I see no reason, why by the same Contract, a right to somewhat of the gains procured by this Money, may not be transferred to the lender.

2. I shall consider what he pleads: *Nature teacheth, that Metals are not capable of superfection.*

Reply 1. If they be capable of fetation, it is enough. Of all other, this seems to me the most barren Argument: Upon search, I find that *Calvin* speaking of this

Argument, that Money begets not Money, calls it a foolish, childish reason. And Mr. Bolton himself judgeth it a weak argument, and prejudicial to the cause it pleads for. But when the barenness of Metals is pleaded, I may safely think, it is not meant of Metals in the Mine; for there they receive a Natural Increase, at least by opposition.

If it be meant of a Civil Increase, so experience manifesteth, that Metals are not fruitless, but capable of producing Increase: The World, I trust, is not now to learn, that we owe the value of Metals, (I mean of currant Coyn) not to Natures Law, but to Civil and Human Institution. In a political sense, I say, Money is capable of Increase. Pious Perkins hath answered this Objection: Let us hear him.

Albeit (saith he) Money in it self be not fruitful, yet it is made very fruitful by the borrowers good use; as ground which is not fruitful except it be tilled. Thus learned

De C. ns. Ames: Thus Grotius: Many that they may prove all gain to be unlawful from the use of Money, ---- say, Money in its own nature is barren: But in this Argument there is an evident false reasoning; for Money is said to be barren by nature, not that the law of nature ordains so; but because the industry of men, not Nature it self, hath given the ground-work to such fruit: As also a House

p. 374.

In luc.

6. 35.

is

is barren by nature, yet the Rent thereof, none will say is unjustly taken by the Land-lord.

Bishop Hall urgeth, That the use of the Stock once received, is not the lenders, but the borrowers ; for the power and right of disposing, --- is transferred, &c.

Reply 1. But on what condition was this right transferred ? or is the lender bound to transfer this right of using and disposing his money to another, as rich, or richer than himself ? and is not this right of using, &c. valuable ? If so, (which cannot be denied) by the same Contract that the lender passeth away his right, may he not as justly, for this right transferred, have some gain secured to himself ?

2. But this and the foregoing Argument being fully answered by Rivet, I shall transcribe what he writes.

4. Obj. Money is of its own nature barren.

Resp. Carolus Molinanus answered, That Rivet Money by the help of a mans labour, was a P. 287 fruitful thing, as a Field, which of its own nature brings forth no fruit without human industry.

They Reply : That will make nothing for his cause that takes any sum above the Principal, but by this very thing his wickedness is reproved ; for Money as by human indu-

stry it is fruitful, so its fruitful to his owner alone, not to another, not to him that by lending hath deprived himself of the property.

What hath been said, may serve for an answer to this Objection. For the Creditor may be considered, either as before the delivery of this money, whereof he is yet the owner; or after the voluntary delivery of the Money. In the first State, seeing he is the owner of the thing, he may Covenant before he deliver it. In the second, if he absolutely gives the Money without any other Covenant, then that the like Sum may be repaid, he hath parted with his right thereto, and may not demand any thing for its use: but we speak not of what is lawful after the Money absolutely delivered; but of the first condition, wherein the disposing of the Money is in the hand of the Creditor, with a power either of not delivering it without a condition, or of delivering. Neither may it be objected, that the right of using the Money, or of any other Commodity which may be consumed by using, cannot be distinguished from the Commodity, and therefore nothing can justly be required for it: for that is not absolutely true, ----- for that right is valuable, the which he that lends his Money wants.

B. H. How odious and severely interdicted usury Contracts have been in all times.

Reply:

Reply. 1. If by Usury Contracts he means the taking of Interest beyond measure and common equity ; let it be rendred as odious as they please.

2. If thereby be meant any thing received above the principal, we deny it interdicted at all times ; not surely in our times wherein the taking of such a Sum is by Law allowed. And I perceive, that by *Usury Contract, or Obligation, is meant an illegal Contract, viz. The Covenant for taking more for Lending than the Law allows.* For I have read, *If one be bound in an Obligation which is Usurious, the Bond is void betwixt the parties.*

3. But if true, that such moderate taking above the principal were so odious in all times foregoing : we may find Cicero's observation verified herein.

Saith he, *It often comes to pass in time, that what was generally wont to be accounted odious, may be discovered not to be so.*

4. I shall anon shew how these Heathens that were against all usury, were against borrowing too ; unless in case of extremity.

B. H. Wise Cato drove them out of all Sicily : and Lucullus from Asia, &c.

Reply. I know the Grandees among the Romans were wont to take much upon them in the conquered Provinces : and that many then (as well as since) forbud such

Orphans
Legacy.
p. 206.

Vide
Crooks
Reports.
part. I.
p. 20.
and 27.

De off. l. y
P. 106.

practices in others, that in themselves they frequently allowed, or other things as bad. And of this Sage *Cato* (who knew, it seems, *fortius logui quam vivere.*)

Sen. de
vitabeata.
● c. 17. 18.
Idem. c.
22.

Seneca says, "that he was wont to command *Curius* and *Coruncanius*, and that "Age, wherein it was a fault fit to be punished by the Censor, to have a few Silver Plates, and yet this while he possessed four Millions of Sestertia's; that is above a Million and Quarter of pounds, according to our Count.

How he should heap up so much wealth without Usury, or Courses that were worse, it is not easie to conceive.

De off. l.
3.p. 137.
Mr. Ca-
pels Ap-
pendix.
P. 290.

I find *Cicero* also (though no Enemy to him) to perstringe him of over rigideness in relation to their Allies, and in the busines of the treasure and tribute. And I understand too, that this *Cato*, who was so bitter against lending money for Use, could willingly lend his own Wife to *Horatius* for Use and Increase. Strange it is that he should discern the one to be against the Light of nature, and not the other!

Mr. J. brings in Mr. Trap saying, That at Rome (this day) all Usurers are Excommunicated Monthly.

Reply. And do not all Protestants, as well as these, stand Excommunicate at this day, by the same Church of Rome? are Idolaters, Harlots, and Adulterers,

so often Excommunicated with them ? Or, why should they, that think it not inconsistent with their piety to tolerate Stews, &c. be so overangry with such as receive any gain for loan ? Unless the Pope have the same design in it, that I hinted before as projected by *Tiberius*, in forbidding of lesser Traders this way , that he might have the greater custom.

Mr. J. Ex Weems. --- *The Primitive Church ordained that no man should eat or drink with such Usurers, nor fetch fire from them.*

Reply. Still the Question recurs what is meant by *such Usurers*? Such, I trust, who made it their Trade to oppress, overreach, and cheat : And what Primitive Church he means I know not : The Canons that were made Cent. 4th. Against Usury , concern the Clergy only, save one that looks farther.

Mr. J. brings in *Pareus* affirming the p.46. Usury of Christians to be so great a pro- Worth of faneness, that it hinders the Conversion of Souls. the Jews. p. 213. marg.

Reply 1. Oppressive Usury, as well as other sins, may have a hand in the hindrance of that great work ; (not that I think the Jews are much stumbled at it, who are notorious for practising thereof; and look on the Law against Usury , as made in favour of those of their own Nation

Ut supra.
p. 215.

tion) but how this moderate taking of gain should contribute thereto, I am still to seek : though this I perceive passeth with him for profaneness too.

*2. Parens calls the Jews, [*famulos Christianorum*] the Christians Servants. The Christians, 'tis like employing the Jews as their Brokers to put out their money for them, either because they would seem shy of Usury themselves, or because the Jews were more skilful and dextrous at the work.

Contra.
Jud. l. 7.c.
7.

*3. I meet with Hornbeck reproving the Jews for the oppression and griping Usury by them practised against the Christians, under the notion of Strangers, and withall he minds Christian Magistrates of their failure in suffering the Jews to use their Cheats and griping Exactions amongst Christians, shewing the ill consequences thereof ; and amongst others this, *viz.* "The hinderance of their Conversion : "which he saith, is made a Common obser-
" vation by our Divines, *viz.* Luther, Fa-
gius, Sands, &c.

Prolego.
p. 28.

Mr. J. I will set down the Theses of the University of Wittenburgh, publickly there disputed a little after Luther was risen.

Reply. This was but a little after Luther was risen : but we have seen before, how Luther himself, when grown more Experienced, and toward his latter days, was grown

grown more moderate in his thoughts about this subject : And the like may well be supposed from this same University, not only from the influence *Luther* had thereon ; but for that in *Rivet's Catalogue* of those that favour it, I find, *Salomon Gesner*, Professor at *Wittenberg* to be one : Of the same Judgment was *Wollebius* and *Christ Windeline*, both famous Professors of *Divinity*, the one at *Basil*, the other at *Anhalt* ; who also asserts, that most Modern Divines, Lawyers and Moralists were of the same Judgment : And to his University, I shall oppose another, viz. The University of *Tubing*.

M. 7. Univ. Wit. 1. pos. *Forasmuch as all Usury are in themselves evil, ---- It followeth that all Stipulations for Usury are of no moment.*

Reply : May then the borrower promising, with a safe Conscience break his promise, and save his money ? Whereas of the godly man, before his Text, 'tis said, He sweareth [or promiseth] to his own hurt, and changeth not. Whether all Usury be in it self evil, we may consider more hereafter, when we look into Mr. Bolton's discourse upon Usury.

Mr. 7. 3. Answ. *I am ashamed to see and read how our adversaries the Papists, who*
scorn

scorn to appear for Usury, do cast it in our teeth, that the Calvinists, especially, ---- allow that usury, which doth not exceed the Princes Tax, as they call it, that is, the sum permitted to be taken by Law, over and above the Principal: And will you own your selves to be such Calvinists, and such Heretics.

Reply 1. Good words Sir; such language ill becomes you, how well soever it might become a *Papist's Pen.*

2. But I come to apply salve to this sore.

1. Do the *Papists* scorn to appear for Usury? not all surely; and the rest it is like desire to play least in sight. He himself mentions several Popish Schoolmen of another Judgment; as *Abulensis, Conrade, &c.*

P. 33.
Marg.

Oftentat.
p. 269.

2. Read what is written by Mr. Capel (an Anti-Usurer) of the *Papists*, even of those amongst them that are most severe against Usury. *Papist* (saith he) teach, that in case a man be in very necessity when he takes use, and makes profit by his Money, yet if after this, necessity cease, he is not bound to make restitution, when he hath wherewithal, and this necessity they stretch, and will have reach to his Estate: for, say they, by the Law of Nature all things are common, Mine and Thine came in after by Law positive, &c. the *Papists* then that hold

use

Use unlawful, do not hold it unlawful for all persons to take it.

2. And to Jews they give leave to use their griping Usuries, when they can reprove what is moderate in Christians. I receive it from Hornbeck, speaking of the oppressive Usury practised by the Jews proleg. towards the Christians, but condemned P. 28. by Synods and Decrees of the Emperors, and commonly decryed by our Christian Writers, as a cause of the Jews hardening and estrangement from the Christian Faith; he adds, So that it is a wonder that there are some among the Papists that defend these things; and that usury, which all the Canons banne, they grant to the Jews: to wit, because the same seemed good to the Lord Pope for gains sake. But our Divines think otherwise, and with one consent detest these things.

3. And though the Papists generally condemn Usury; it is but the name mostly, whiles under other names they allow the practice thercof. Publick Banks having been instituted by the Popes themselves; as Rivet informs, who shewing what sad work they made therewith, concludes thus: The which things I were willing to mention by the way, that one might see how scrupulous their Conscience is, who do so acutely dispute of usury, wherein they will admit no moderation, so as that in any case, upon p. 289.

upon the account of loan, it should be lawful to receive any thing above the Principal.

P. 282. 4. And the same Author brings in *Scotus* and *Maldonate* speaking as much, in effect, as the Calvinists do.

He brings in *Scotus* excepting those cases from unlawful Usury. 1. When one takes above the Principal from Compact, in respect of a Conventional Penalty. ---- 2. Upon the account of Interest. ---- 3. When both Principal and Over-plus are put to an hazard; Yea the same Author affirmeth, That it is lawful to take somewhat over, because Money may be borrowed for a shew, for an ornament, and to make pretence of a bility, that one may appear rich. Which last case (saith Rivet) hath not so much equity, as that which covenants for an yearly Pension.

Maldonate to the forementioned cases, adds Suretiship. ---- The same Author also brings this distinction, which falls in with that we have used above. In lending Money or any other thing, there are two Rules to be observed for the avoiding of Usury. 1. Whether he that asks to borrow, do ask out of necessity, or for the sake of gaining: for if he ask out of necessity, it must be delivered without gain: If he ask to gain therewith, here Charity hath no place, but the same may be laid out as an instrument of Traffick; for which Money thus exposed to Traffick,

Traffick, he that takes gain doth not commit Usury. 2. That it may be considered by what art he is wont to gain, that asketh the Money; for if he be honest, and doth not ask to get unjust gain, all scruple is taken away, &c.

What say we more than is here said?

3. The same Popish Writers, that deny all Usury as unjust, can yet palliate or approve of some kinds of theft directly against the eighth Commandment: if we believe the learned Spanhemius. *As for the Opinions (faith he) and Decrees of the Schoolmen, Canonists and Casuists, we weigh them not, seeing their authority is of no force, decisions weak, and foundation slippery, not approved by Abulensis himself, and many other learned men.* Truly it is a wonder these men should so scrupulously and anxiously proscribe all Usury, yea, that which is moderate, grounded on the best right, and bounded with due cautions: and yet in the mean time do alleviate or cherish other sins, yea many Thefts directly contrary to the eighth Commandment, of which sort many are to be found in Navar's *Enchiridion*, Emanuel Sa's *Aphorisms*, and Tolet's *Cases of Conscience*; &c.

Mr. J. S. Divers Modern Divines were against the strict keeping of the Sabbath. --- And will you profane the Sabbath? --- because

because such and such French and German Divines are against the Morality of the Sabbath? ---

Reply: This is not reasoning nor disproving; but a needless laying open the shame of good men: because they were mistaken in one, must they necessarily be mistaken in another thing? If Peter were to be reproved for symbolizing with the Jews, must he therefore be reproved for preaching to the *Gentiles*? I could name him too some that are against Usury, that are also against the Morality of the Sabbath; will it follow, or will he grant, that because they were mistaken in the latter, they were therefore so in the former? I think not; and yet of no more force is his reasoning.

Mr. J. Is it not the best way, where two ways meet, the one doubtful and dangerous, the other not, to chuse the best and nearest way?

Reply 1. If Mr. J. himself had followed this Rule, he would have spared many harsh censures, and not have so peremptorily condemned the innocent. Mr. Baxter's Judgment in this matter is, *It is a bad thing to corrupt Religion, and fill the World with causeless scruples, by making that a sin which is no sin.* Divines that live in great Cities, and among Merchandise, are usually fitter Judges in this case, than those that live most

Christian
Direct.
Tom. 4.
P. 129.

most obscurely (without experience) in the Country.

2. I add Pious *Calvin* (whom Mr. J. clears from the guilt of Usury, because he dyed poor) *If we wholly condemn Usury,* Rivet. *we put a stricter tye upon Consciences than the Lord would have.* P. 277.

3. Bishop *Hall* shall instruct him; *Chas.* p. 10. *city will tell you, that if you can find out a way, whether by loan or sale, to advance your Stock, that may be free from Oppression and Extortion; and beneficial as well to others, as to your self, you need not fear to walk in it with all honest security.*

4. Hear also the famous *Grotius*: *But In Luc. again I see for the most part it comes to pass, that too much rigour gives occasion to a boundless liberty: for when men perceive how that which is too far stretcht is not proved by sufficient reasons, sliding into the other extremam, they indulge themselves without end and measure.* 6. 35.

5. I have somewhere met with the saying of a Learned Divine, sounding, as I remember, to this effect: That to forbid lawful delights and Recreations to Youth, is the way to make them break over to what is unlawful: I have cause to think, that in Civil Contracts, and mutual Commerce, the forbidding of what is lawful, is the ready way to make men betake themselves to unlawful shifts: 'tis like the too

strait bracing of tender bodys to make them over-neat and fine ; which frequently proves an occasion of deformity and crookedness : for Nature, if possible, will find a passage, and how much the more it is pent in, by so much the more violent is the irruption, where it finds the restraint weaker than elsewhere.

6. We need not then be to seek of reasons for the pleading for a moderate Usury, besides the interest of the Nation, which is not a little therein concerned ; and besides the many scruples that are by his Doctrine occasioned in tender Consciences.

Mr J. 7 Answ. Those very Divines you lean upon, will be but a broken Reed --- because they have such and so many conditions, and temper it with so many limitations, as scarce any Usurer in the world doth observe. And at last they make it no Usury at all, such, I mean, as is commonly practised.

Reply 1. It seems then, he is so favourable, as to allow some Usury for lawful, though it be not that in common practice : But to me it sounds strange, that Judicious Men, who know what they say, should plead for some Usury, and yet make it no Usury, or at least not practicable. It is all one as if any should undertake with great

great pains and study, to shew others the North-west passage to the Indies; and yet set it forth with so many, and so intricate marks and observations, that it were next to impossible for any to observe.

2. Divines too lay down so many rules in buying and selling, and other Civil Contracts, which, I suppose, but few do fully observe: It being not easie for the Sons of *Adam* that have so much of Corruption within, to come up exactly to the Rules of righteousness. Who in these things can say, I have made my heart clean? so in Preaching or Praying, it is hard not to fail in one or other of the Rules prescribed for the exact performance thereof. In all these cases, we must set perfection for the mark; and *He* is the best man, that has the fewest miscarriages or defects.

3. For a closer Answer, I will propose what I have read in Mr. Gee, *There is* (faith he) *some wrong in getting, which is so deep and intrinsical to the substance of the Title, as that it doth vitiate and destroy its being; and the Contract, or other way of procuring the Goods by means thereof is nul, as to the producing of a property to the procurer: and there is some injustice that reacheth not so far as to evacuate the Title. Every slip or deviation from the path of uprightness doth not make void a Bargain, or Title*

Vide Sen.
de vita
beata.

c. 17. p.
495.

Magistr.
Origin.
P. 200,

about which it is used. Casuists therefore distinguish betwixt that [dolus malus] evil dealing, which gives cause to the Contract, and that which is only incident or Circumstantial to it; and say, the former doth nullifie a Contract, but not the latter.

But what do our Divines say, that plead for Usury, and yet so temper it, as to make it none? He brings in Zanchy for a proof, saying; *Thou must be, O Lender, of this mind, that if the Borrower have not only not made gain, but sustained loss, thou also art to bear part of his loss.* Is not this Partnership? saith Mr. J.

Reply 1. No; Zanchy meant not surely that this condition should have entred into the Contract (which was requisite to have made it suretiship) but that the Lender ought out of charity thus to do: for if by Contract he were to bear a proportionable part of his losses; then by the same also, he ought to have received a proportionable part of the others gains, be they never so great: whereas in the case of Lending for Use it is not so; his pension being stated within such a Sum; and let the Borrower make the best of his money: which is sometimes double, sometime four-fold, &c. To what comes in to the Lender.

2. That

2. That this Condition mentioned is not intended as part of the Contract, but to be left free to the Creditors charity; it farther appears, because though the principal it self may be justly secured by Bond, yet there may be cases wherein this may admit of an abatement, as well as the overplus: so say our Divines. So Mr. Perkins

---- He must be so far from taking gain sometimes, that he must not require the principal, if his debtor be by inevitable and just Casualties brought behind, and it be also plain that he could not make, no not by great diligence, any Commodity of the money borrowed.

3. What (saith Seneca) dost thou judge Sen. de
our Ancestors to have been so imprudent, that benef.
they thought it not to be most unjust, to make 1.7.C. 16.
the same account of one, who hath spent his
money received from a Creditor on his lust
and gaming, as of another who lost anothers
Goods with his own, through fire, plundering,
or some sadder accident?

4. Still I say, this abatement made on the Creditors part, in Case of the Debtors loss, is free and of his own choice, and not part of the Compaet: It may be this will be received from Bishop Hall, though Practic.
not from me. Yea, but you say the money cases. p.
or goods miscarried, either by robbery, or 53.
false trust, e're you could employ them to any profit at all; this will not excuse you; after

they came into your power you are responsible for them, what compassion this may work in the good nature of the Owner for the favour of an abatement, must be left to his own breast; your eye to restitution is not the less; for it is supposed, had they remained in the Owners hands, they had been safe: If it were not your fault, yet it was your cross, that they miscarried; and who should bear your cross but your self?

Thus the Bishop looks on this abatement not as an act of strict Justice, but of Christian Compassion,

5. I doubt not to say, there is room enough for the like Compassion between buyer and seller, the Landlord and Tenant; when that the bargain, through inevitable accidents, proves very sore and burdensome to the party concerned.

To break the force of a reply which pleads that the expressions of the Fathers, and of late Writers by him quoted against Usury, are to be understood of *griping* Usury: Thereto Mr. J. answers, No such matter.

p.50.
See p. 21,
22, 29, &c.

Reply. Are they then to be understood of Usury that is not griping? We must pardon his memory; having told us before once and again, that all Usury was griping. And therefore called *Nesbeck*. Neither can those severe reflexions of the Fathers and others, be understood better than

than of the worst of the kind. Neither can those definitions given by one or two prove, that that was the Usury declaimed against by all which they define. Let us hear the Divines of Wittenburgh brought in by him to avouch what he saith.

1. They are Usurers, whosoever take anything for money lent; though it be but a mite, or a Cup of cold water, upon a Convention beyond the principal. So Aretius too.

Reply. Be it so that they are Usurers; yet possibly some such as do so may be honest Usurers: and I think that such reasoning is the way to bring Usury into greater credit and request than some are aware of.

It is the scruiug things so high, as *Grotius* notes, that tempts men to run into the other extream.

Mr. J from a forreign Divine, says, that only Earth-use is lawful.

Reply. Cicero will teach such as receive De Off. Commodities, to make returns thereof 1.1. p.21. with a larger measure; and therein to imitate the Mother-Earth, or fertile Fields, which bring forth much more than they received.

Mr. J. But some will say, that they take no Bond: but only take what comes for them of the gain which the borrower hath made: whereas some of the foresaid Divines speak of and against Exacting, and a Convention.

I Answer, though some do, all do not.

Reply 1. It appears then, how they which condemn Usury, do not agree wherein the essence of it doth consist, or what the thing is they write against. Some placing it in the Contract, some in the Exaction, some in the taking of gain; and some few others with Mr. J. place it in the Intention or Expectation.

2. I am yet to seek how the Contract can make that to be Usury, which otherwise would not be such, the Contract or Covenant being but Circumstantial to the question of Usury: I find others of the same mind.

Christian
Direct.
part. 4. P.
128.

Mr. Baxter, Note also, that in all these it appeareth, that the Case is but gradually different between the taking the use, and taking the principal; for when the reason for remitting is the same, you are as well bound to remit the principal as the use. And yet the Compact for the principal is held lawful by all.

3. What is here said of a silent Contract, where the Borrower and Lender know one another's mind. as if they were a hatching, some secret mischief they are ashamed of before the World; Let it suffice for answer, that honest men may make honest Contracts at this rate, if we give credit to pious Ames saying, It is not necessarily required, that such like Contracts be made

di-

distinctly and expressly ; but it sufficeth if they be made implicitly, with a sincere intention, and according to the estimation of good men, and such as are understanding in things of that nature.

4. Mr. J. having cited *Chennitius* to prove a secret compact to be Usury ; (whose words are, *If a compact or intention precede, it is surely usury*) for interpretation adds, *It is so, If an expectation or hoping of more than the principal do precede, though the lender do not exact it, but only take it, as the very taking is usd Ezek. 18. 13.*

Reply, I profess my Ignorance of his intention here. What ? Means he that taking of Use is necessary to make the Intention or Expectation Usury ? but then the intention is not Usury before the taking. Or does he think the Intention or Expectation it self the sin of usury ? (As *Chenonitius* here, and he too a little before) why then to expectation doth he add this requisite ? *If the Lender do but take it.* I leave him to be his own Interpreter.

4. Mr. J. *A Compact Literal and silent.* Thus the Lender taketh for his principal a Bond for security; but doth not put it upon the Interest [trusting so far, tis like, to the borrowers good nature] And so the borrower Covenants in his heart, so much I intend to give him, as I give to another : For

I know he lookt for it. --- And I must else pay so much to another. Here the Compact is secretly made in both their hearts; and the principal secured by writing, and so usury is compleated. q. d. The Lender thinks he hath reason to look for some acknowledgment for his money lent, and the borrower proposeth honestly to give it; as not knowing how to speed better. Yet hereupon we have this Outcry made; *Osad! how will this wretched World be Cosened!*

Reply 1. I would apply what Grotius saith, if possible, to allay this heat.

De Jure
p. 3.c.24.
Sect. 1.

It was not amiss said by Javolene, that some Contracts were made by silence, which is a thing common, both in publick, private, and mixt Contracts. The Cause is this, in that the Consent, which way soever manifested and accepted, bath a power of transferring a right: but now there are other signs of consent besides the voice and writing.

Deben. 1.
3.c.10.

2. Seneca says; The greatest benefits have no proof: they frequently lye hid between the Consciences of two. Would we enforce this, that none confer benefits without a witness?

p. 53.
Ezek. 18.

3. Whereas Mr. J. useth the Authority of Three Divines, to prove, the taking of gifts for Loan to be usury:

I Reply. 1. I find, the taking of Increase forbidden in the Chapter mentioned, but not the taking of gifts.

2. Whereas the taking of Gifts is in Scrip-

Scripture frequently reproved ; as far as I can understand, it is a taking of gifts by way of bribery, or in the sale of Justice that is meant, they being Magistrates that are mostly rebuked for taking such gifts : See *Exod. 23.8. Deut. 16.19.*

3. The taking of Gifts or Gratuities from the poor, or such as borrow for extreme necessity, was then, & is now unlawful.

4. If they mean, it is Usury to take gifts of the Rich for money lent them, this would throw down what he had before built up, who had granted Gratuities to be lawful. And the same would make ingratitude necessary, which yet is no small degree of inhumanity: And for this, among the *Medes*, an Action laid against an ungrateful person.

Sen. de
benef. 1.3.

5. To make their words therefore comply with his sense he is fain to piece it out with [understand a Gift intended or expected.] When it is plain and beyond denial, that they mean it of a gift received: and let reason Judge, where it is sinful to expect a Gift; is it not sinful also to receive it?

9. Obj. I am a Widow saith one, I am an Orphan saith another: And God knoweth that such cannot employ their money as others.

Mr. J. Answ. What a mad inference is here made ? If God did I intend to Exempt the Fatherless and Widows, he would have said somewhat of them, when he named them and usury together : *Exod. 22.22, &c.*

Reply.

Reply 1. If we say, with some, that the Law concerning Usury was political, and proper to that Nation, and so extensive to all therein, the objection is answered: or, if we say, the Law was intended only for the benefit of the poor, from whom it was, and is still, unlawful to take use: neither of these hinder but that Widows and Orphans may now improve their stocks, least them this way.

2. In the Case of Orphans, Mr. Baxter's Instance carries abundant reason with it. Certain Orphans having nothing left them, but so much money as will, by the allowed use of it, find them bread and poor clothing: the Guardian cannot lay it out in Lands for them: and if he maintain them upon the stock, it will be quickly spent, and he must answer for it: A rich man that is their Neighbour tradeth in Iron-work (Furnaces and Forges) or Lead-works, or other such commodities; in which he constantly getteth the double of the stock which he employeth, or at least 20 l. or 40 l. in the hundred: the Guardian dare not lend the money to any poor man, least he break, and be never able to pay it: therefore he lendeth it to this rich man; and if he have it without Usury, the poor Orphans give the rich man freely 20 l. or 40 l. by the year, supposing their stock to be one Hundred pound, If he take use, the rich man doth but give the poor Orphans some part of his constant gain, &c.

Christ. direct. part.
4. p. 126.

3. It

3. It is worth the Inquiry, if the portion left Orphans were before for some time in the hands of other men, that traded therewith, whether the Guardian may, according to Law or Reason, take in the principal and remit the Use or Interest due? and whether the Guardian be not responsible for so doing, when the Orphans come to Age?

4. The Text saith; *Ye shall not afflict any Widow or Fatherless Child.* I think this is one way of afflicting such to tell them, that when their money hath been out in the hands of persons that have sufficiently gained thereby, and increased their own Estates, It is damnable for them to receive one penny or mite above the principal, by virtue of any Convention past, or upon the account of their money thus lent.

5. I shall step aside to look into Mr. Bolton's Discourse, whose Fifth Answer to this objection &c. p. 49. is this, *Widowhood and Fatherlessness, in respect of the former State of having Husband and Parents, are a State of humiliation, for the outward Condition of this life: but by this unhappy trade of Usury, they are made a State of exaltation.*

Reply 1. q. d. Widows and Orphans would live too well, and yet their lively-hood too easily for some of their condition, if taking of Use be allowed them; As if the loss of their Husbands and Parents were

were not affliction enough to those in their condition, whereby they lyce open to the frauds and injuries of such as seek opportunities.

2. If this reasoning hold good in our days, it should set us a petitioning for the Court of Wards again, that the condition of Orphans may not prove too happy, and be a state of exaltation.

Mr. J. They should rather trust God in a lawful way. *Reply.* This is a taking for granted, what is in question; This way we say still is Lawful: and see no reason to change our thoughts by any thing that is said to the contrary. *God hath, 'tis true, promised to take care for the Fatherless and Widows;* but must they therefore cast off all due care and diligence, and the use of all lawful means within their power for a comfortable subsistence? Dr. **Hammond holds taking of Use Lawful;* provided it prove not oppressive to the borrower, and be not an act of worldly-mindedness, and illiberality; *but only a way of subsisting on that small portion my Friends have left me.*

Mr. J. As for them that put out their money, and say; what will become of them in particular? I Answ. That they should rather ask, what will become of them that have no money left? how shall they live?

Reply. Though they that have Wives, must be as they that have none, and they that

that buy, as though they possessed not, and they that have money, as though they had none : yet this is to be understood in regard of affection, and not otherwise. For Men that have Estates and Money ought to live as becomes them that have these : and to improve them for their own comfortable subsistence, and the relief of their Relations : otherwise it would border upon ingratitude, and a tempting of God, by neglecting the means he hath put into their hands in the course of his providence for their subsistence.

2. His Answers to the following replies is guilty of the common failure, *viz. petitio principii* : He beats down the Widows and Orphans Improving their money by loan, by this, that *Lending for gain is not lawful*: may he not as well say, all borrowing for gain is unlawful? may another gain by my mony & may not I gain by the same? Let Grotius moderate betwixt us.

But that Law of Moses, seeing it peculiarly respects the State of that people, and was given to one Nation alone, it binds others no farther than it contains a natural equity: What Christ would have us do; seeing there is no particular precept extant thereof, must be drawn from general precepts: In that all excess is forbidden, there is no doubt but an equality is required of us in all commerces.

p. 286.

3. Rivet writes: Such a Contract hath its foundation in natural equity, therefore it is not forbidden by the Law of God, for natural equity requires an equality: which is not when one takes all the profit, and the other feels all the disprofit, &c.

4. Cicero's saying is not beside our purpose. For it is lawful for every one to endeavour rather the procuring to himself than to another, what belongs to the support of life, Nature it self not gainsaying.

A Second reply: Suppose a poor Widows or Orphans money be employed any other way, and lost: who shall stand to the loss? The Employer? or Widow, or Orphan?

Mr. J. --- Answ. 2. Let the employer employ it, and secure it in the best manner he can: — And if notwithstanding all care used by the employer, any loss come, who shall bear that loss, but the Widow or Orphan?

Reply: It matters not much what he or I state, for the Law will take its own course at last, in things of this nature; and I doubt whether it will go on his side.

Obj. 10th. God knoweth that I cannot live else, — because I know not how to employ my money otherwise, and therefore I hope he will not damn me, though you do in your harsh Doctrine.

Mr. J.

Mr. J. Answ. I. Are there no other ways in the world to live by, than Usury?

Reply: Let Mr. Baxter answer this, in Christ Di-
these words: *As for them that say, it may rect. Tom.
be as well improved otherwise, they are un- 4. P. 127.
experienced men: It is a known falsehood as to
the most; though some few may meet with such
opportunities: at least it is nothing to them
that cannot have other ways of improving it;*
who are very many.

Mr. J. How do those live that have no money to lend?

Reply: You may be answered by another question: How do they live that have no Lands, Livings, nor houses of their own? if some subsist without these, must others that have them, neglect the due improvement of them?

Mr. J. How do they live in those Countrys where Usury is not known: — As the Indians?

Reply 1. Those of the Western parts live poorly enough, if we credit History: In a very late History of the Wars of New- p.50. England; speaking of the advantages the Indians had for the War above the English, it is written; *They know where to find us, but we know not where to find them, who nevertheless are always at home, and have in a manner nothing but their lives and souls (which they think not of) to lose: every*

Swamp is a Castle to them, and they can live comfortably on that which would starve English-men.

Grotius
De Jure.
P. 42.

2. Amongst them too Gold and Silver are no currant Money, no wonder then that Usury is not there exercised in the Loan thereof. *Justin of the Scythians: They have no desire of Gold and Silver as other Mortals have: — this contingency in manners begets justice in them no wise desiring what is anothers, for there is the desire of riches where is the use.*

What he quotes out of Mr. Bolton, I shall meet with in my Examination of the same Author.

Mr. J. From *Chrysostome*; *Are there no other ways of living, justly so to be found? No Husbandry?* Object. But that is subject to Casualties. Answ. And so is Usury.

Reply 1. Where a man runs a hazard in lending, he may take somewhat by way of recompence, and yet not be guilty of Usury, saith Scotus. For the hazard of losing the Principal, if any thing be required, it is not truly Usury, saith Grotius. Although it be not certain, yet when loss is probablie feared, the Creditor may lawfullie Contract, before it happen, saith Tolet.

It is among all men resolved, that every mans art and his pains, and the charges, and the

the hazard he is put to, are rateable, and may be sold, saith Dr. Hammond.

2. If the seller may increase the price of his Wares upon the account of the hazard he runs in giving time; why may not the lender receive as lawfully somewhat by way of recompence of the hazard he runs? the former is approved of by *Jer. Taylor.* Rule of ho-
ly liv.

He that sells dearer by reason he sells not for ready money, must increase his price no higher, than to make himself recompence for the loss whieh according to the rules of Trade he sustained by his forbearance, according to the common computation, reckoning in also the hazard, which he is prudently, warily, and charitably to estimate.

3. The same Chrysostome, that demands, whether there be no other way of living besides Usury? is against negotiation or Merchandizing too, as hath been before shewn.

Obj. 11th. *I lend for pity's sake, and do good with my monie to many, and they are glad and give me thanks, &c.*

Mr. J. Answ. 1. *Dosst thou do good with thy money? thou doest but furnish many men with nerves and sinews to do mischief with, to oppress others in bargaining, &c.*

Reply: If this be intended of all that lend, it is an untruth, to say no worse: if it be meant of what may be by accident,

through the borrowers fault, would not the same inconveniences be in case the lending were free, if not more abundant? and yet we have heard him pleading before for a free lending to the rich. Such ill accidents may prove consequential to giving too: how many having gotten by begging or largesses, spend it as freely in the Ale-houſe, in Drunkenness or Gamin-

Mr. J. Answ. 2. Nay, many men and families are undone, or at least so entangled, oppressed and kept down by Usurie.

Reply 1. This may be true, and yet the borrowers may thank themselves for all this; I mean, their own indiscretion, vanity or Luxury. 2. Or however, then this we will say is the sin of Usury, and all sober men cry out against, as well as he. 3. But have not others come to the same pass by buying and selling and merchandizing too? and yet these we hope are transactions lawful.

3. Reply: The Usurer is brought in replying, *That the borrower giveth thanks, and is glad, and that he lends out of pity and pietie.*

Mr. J. Answ. That being forced, he borroweth, and giveth thanks, and is glad, because he is necessitated to go to the Usurer for Money.

Reply 1.

Reply 1. If this necessity be of natures making, and he borrows to keep himself alive; here lending ought to be free, or else it will prove biting: but if the necessity be only occasional, such as may sometimes beset men of wealth and estates, and such as many times sends the buyer to the Market; what reason or shadow of reason can be thought of, that any should be bound to lend to this man freely? that he should grow the richer by my loan, and I the poorer by the same? may not the owner of two bargains be bound to spare me one upon as good grounds?

2. Who forced him? Nothing but his own conveniences drew him to it: If the force were caused by the lender, it were somewhat to the purpose. Saith *Grotius, De Jure. Seneca following Nature, saith;* So the ^{Sc.p.227,} things that have been done through force and necessity are made void, if this force and necessity were caused by the Contractor: for it nothing concerns me, whether thou be forc'd, if thou art not forc'd by me: it ought to be my fault, that it may be my punishment.

Again, It is not a using of force, to promise a thing under a certain condition: if it be any force, it is one of thy own using toward thy self, &c.

3. To go on: May not a man gain by that money he payeth a reasonable use for? if he may, then he oweth thanks for that

he hath so gained by: and then Demosthenes affirmeth, this ought not to be accounted Usury, viz. such as is sinful, and affronts the Law.

De Jure
236.

Demosthenes denys (saith Grotius) that he who having gotten by merchandize or some honest Employment, and puts it out for moderate gain, partly that he may preserve his own, partly that he may do a kindness to another, ought to be accounted in the number of Usurers.

Sen.de be.
nef. l. 6.

c 13.

4. It seems Mr. J. thinks there is no thanks due to him that designes his own gain as well as another: but the Moralist was of another, and perhaps a righter, Judgment.

Again, (saith Seneca) I am not so unjust, as to acknowledge nothing due to him, who when he was profitable to me, was so too to himself: for I do not require, that without any respect to himself, he shoul'd consult my good: yea I desire, that the benefit given me, may more profit the giver, so that he that gave it had respect to two when he gave, and divided it between himself and me, although he possess the greater part thereof, if so be he received me into partnership, if he thought on two: I am not only unjust, but unthankful also, unless I rejoice that the same profited him which profited me. It is a sign of the greatest malignity, not to call that a benefit, unless what

what brings some inconvenience to the giver,
&c.

Mr. Fel. In his Next Chapter, descends Chap. 8.
to some other objections in his way, which
he calls Additional and Secondary ; the
which it may suffice if I do but glance on
here : because they will receive a fur-
ther consideration in the Discourse follow-
ing this.

Obj. 1. *Usurers plead that Countrys,*
Common-Wealths and Kingdoms cannot sub-
sist without some Usury, &c.

Mr. F. Answ. 1. 'Tis false that King-
doms, &c. cannot subsist without Usury :
for 1. Did not Israel subsist without Usu-
ry ?

Reply : 'Tis likely they did not : For
First, It was lawful for the *Israelites* to
take Use of other Nations, as before shewn.
Secondly; There is a promise made to *Is-*
rael upon their good behaviour, *Deut. 15.*
6. *For the Lord thy God shall bless thee, ---*
and thou shalt lend to many Nations, but thou
shalt not borrow, &c. Here was a promise
they should not want ability to lend, and,
de jure, they might lend to the Nations ;
it is likely also they, *de facto*, did lend,
and took use of those Nations they lended
to ; or else they would be on the losing
hand, should they lend freely to the Na-

152 A Reply to Mr. Jelinger's
tions, and the Nations referred to them upon
Use.

Mr. J. 2. *Happy was the State of Germany before it knew usurie.*

Reply 1. And so it might be too before it knew Printing or Guns: but was Usury the cause of all those grievances it groaned under? Not, I dare say, this regulated Usury here pleaded for. (as it was by many German Divines, and Luther himself not averse to it :) this was the thing to be proved by him, or else his arguing will be left in the lurch, as guilty of a fallacy, called *Non causa pro causa.*

pract. ca-
ses p. 26. Bishop Hall discoursing concerning the Sale of Commodities the dearer for giving days of payment, (the which is acknowledged by him to be equivalent to Usury) Affirms it, *A practice that is now so habituated amongst all Nations into the course of Trading, that it cannot well consist without it.*

Mr. J. *I confess there is a necessity of lending, but not of usurie.*

Reply 1. It is enough that there is a necessity of lending, for the supporting of societies, the other will follow, as long as it is proved, there is an equity in taking Interest upon some lending.

In Exed.
22. 25. There may be (saith Mr. Hughes) such just converse and Trading about it unto mutual

tual good and comfort, wherein equitie may be maintained, and no partie opprest.

2. Where there is merchandizing, there must be lending upon Interest, or else trading will surely fail, or the ballances will be very unequally held to the unreasonable advantage of the borrower; and Mr *Bolton* saw this, when he made it a reason of Gods permitting *Israel* to lend to the Nations upon Usury.

3. Whether this Usury, I plead for, be so destructive to Common-Wealths, let *Holland* stand for an example, where Usury is by Law allowed; if we credit the *Hollander*, saying; *Those Human Laws Grotius whioh give leave to stipulate somewhat for De Jure. the use of Money, or any other thing; (as p. 236. long e're this was granted among the Hollanders, to some to take 8 in the hundred, but to Merchants 12 for an yearlie use,) seeing they consist within the recompence of that which is wanting, or may be wanting, they are not against Natural or Divine Right.*

Mr. J. 3. Answ. I grant there is a kind of necessity, which, not God hath brought up-on Kingdoms, ---- but mens sins ----

Reply: Every necessity that is by sin brought in, is not always sinful; Marriage is now become necessary to some, and yet that necessity is of sins procuring. Servitude, Lordship and slaying of Beasts, are now become necessary through sin; and so is

is eating Mans bread in the Sweat of his Brow, (whatsoever buying and selling be) and yet these are not thereupon unlawful.

2. Obj. Addit: *Divines themselves, which speak so much against Usury, allow of diverse sorts of Usury; as Ship-Usury, Recompensatory-Usury, and Liberal-Usury.*

Mr. J. Answ. 1. *I wish some had abstained from such expressions, ---- there being fitter names to be given to each.* —

Reply 1. Usury (through ill usage) having gotten an ill name, thence such as declaimed against Usury without exception, when they found it lawful in any case specified to take gain by the means of money laid out, they would not call that Usury, at least, they would add to it a distinguishing title; though the common definition of Usury agree thereto; as may appear from several passages of Demosthenes, Mardonate and others forementioned, as it also appears from Interest or Damage-Money generally held lawful.

2. It is, I perceive, the name that many are frightened at, rather than the real practice, or of somewhat equivalent thereunto.

Some there be that baulk Usury as unlawful, yet can take up with customs and practices

practices more disadvantageous to their neighbours, and so less innocent, which calls to mind a Story I sometime met with in Heylin's *Cosmography*, otherwise by him applied. *A People of Africk, who having received much hurt by the Tygers, made a Decree, that no man should from thenceforth call them Tygers, but give them a more harmless, or less hated Name, and then all was well.* Thus if Usury be called by some other Name, then Mr. J. and many others can be better reconciled to it.

3. I like *Calvin's* design; That laying aside names, things be weighed, whether p.278. to take any thing above the principal, be always repugnant to the Law of God? He Answers, It is not: on Ezek. 18.

Obj. 3 Addit: why may I not get by my Money, as well as others by their Ground, Houses, &c.

Mr. J. Answ. 1. *The one Usury is expressly forbidden by God, the other not.*

Reply. It is not enough to his purpose, that it is expressly forbidden; he must prove it forbidden Universally to all Nations, to all Persons: whereas the privilege of the Jew, or of the Poor, was by these Laws peculiarly designed, and the prohibition was not confined to money only; but extended to Victuals and whatsoever might be lent: And as for Ground and Houses, &c. There were other Laws that

that moderated dealings about them.

Mr. J. Answ. 2. *Lending is a liberal Contract, whereas setting and letting are not: but mercenary.*

Reply. This, if understood Universally, is as easily denied as affirmed: and all the reason he here gives for the affirmation, is, that by some Civilians it is reckoned amongst the liberal contracts.

Mr. J. Answ. *Ground is wont and apt to bring forth Fruit, Grass and Corn, answerable to the Rent: but the Money Lent is spent in the use thereof.*

Reply 1. The former brings not forth without labour and industry: the first curse is still upon it; so that it brings forth Briars and Thorns of its own accord; but not good fruit without the sweat of the brow: Yea, and *Cains Curse* is sometimes super-added, so that when a man tilleth the Ground, it yieldeth not forth her strength.

Col.2.22. 2. Whereas he saith Money is spent in the using; the Apostle saith of all Earthly things, *they perish in the using.* However if Money be thus spent, the Axiome holds true here, that the corruption of one thing, is the generation of another; so that Fields, Houses, &c. Are the product or purchase of this Money spent: We also learn from *Solomon*, that *Money answereth all things:* i. e. Money is virtually Houses, Fields, and Tenements, and all things else saleable.

Eccles.
10.19.

For

For we read, that a Servant is styled a mans money, because he was bought for Money.

Exod. 21
21.
Mr. J. *The gain that cometh of it is not produced by the Money; but by the pains and industry of the Borrower.*

Reply 1. And is not Ship-usury so too? Rather it should have been said, by the Money improved by the pains and industry of the Borrower, whose pains we suppose to be contented for. He goes on, *And being uncertain, should not oblige him to pay a certain sum.* ---- Reply 2. As if the same might not be said of all other incomes, as from ground rented; where the gain is uncertain, and yet the Farmer tyed up to a certain sum. 3. I propose to consideration whether it be not as equitable to tye a man up to a certainty for a sum of money borrowed, as for a Tenement set to farm; seeing on both hands the gains and losses are alike uncertain? Take what is written by *Grotius*, and weigh whether, *mutatis mutandis*, it be not applicable to the Case in hand.

*De Jure,
&c.p.234*

Wherefore (faith he) as the Commodity perisheth to the Owner; so naturally barrenness and other hazards, that hinder the using prove a damage to the hirer: and the fitter shall not have the least right to the money promised, because he delivered over the power of using, which at that time was worth so much.

Mr.

Mr. J. Houses lack repair still, and are very chargeable, &c.

Reply 1. What is it but Money that these Houses cost in repairing? 2. Are Houses chargeable in building and repairing? so Money cost time, pains, trouble and industry in getting.

Mr. J. Answ. 5. Other things also may be the worse for using, so that the Owner thereof may take recompence.

Reply 1. Some things may not be the worse for using: a House we say is the better for having a Tenant in it, and a Field may be better when the Farmer leaves it, than when he came to it.

2. Though Money may not be the worse for using, yet it comes under a hazard in Lending, which answers the other.

Mr. J. And in all such things, the use thereof, and the things may be severed.

In Luc. 8.
35.

Reply. So may money and the gain thereof: or money, and your right to use it are two things. But now gain (saith Grotius) that obligation of lending, may (as all other things) be valued by the common measure, to wit, money. I have spoken to these things formerly, and may meet with them again,

Mr. J. Lastly, things hired, if they be consumed or lost, without the default of him that bireth them, are lost or perish to the Owner, according to Exod. 22. 15. and according to the Law of Man also. ---

Reply

Reply. Upon inspection, I find we have here but a lame account of that Text of Scripture; v. 14. (upon which the next depends) which saith; *If a man borrow ought of his Neighbour, and it being hurt or dye, the Owner thereof being not with it, he (i.e. The Borrower) shall surely make it good: but not so, if the Owner be with it.* If he can get Gold out of Stubble, let him.

Mr. J. ---- And according to the Law of Man also; which saith that the Commodity is not bound to a fortuitous case or accident; unless he have bound himself so: whereas in money lent, the borrower standeth to all hazards, and the Usurer to none.

Reply 1. Hath not the borrower bound himself so too? 2. Doth the lender stand to no hazards: Whatsoever there may be, or not be by Contract; otherwise hazards he meets with, even the same that the seller doth that gives days for payment: whereof Bishop Hall maketh mention, saying: There Pract. Ca- are two incidents into this practice, which ses. p. 27. may render it not unwarrantable [viz. To take the more for a commodity on the ac- count of payment deferred;] The one is the hazard of the sum agreed upon: which too often comes short in the payment. ---

3. Of the Commodity Grotius gives De Jure this account, That the Commodity is bound p. 232. to make good the thing hired if it be lost, --- unless it would have suffered the same loss if it .

it had remained with the Owner : for in this case nothing is lost to the Owner by means of the Hirer.

Mr. J. Obj. 4. But what need had you to trouble your self so much about Usury, and so to appear against it, &c.

It is beyond dispute between us, whether sinful practices, and such especially as are most in fashion, ought to be preached and printed down : as also whether there be not too much of oppression to be found in the Land, under the covert of Usury, as well as in buying and selling, and in the Administration of Justice too. But whether moderate gain from Loan be such, he knows is in dispute between Learned, pious, and good men. And I think, a man may hold either side of the question, and his salvation be little concerned in it : only I shall say, the practice thereof on one hand is of great consequence, to the Nation we live in, as well as to the Estates of many single persons : and the peremptory condemnation of all that use it, is of dangerous consequence on the other hand, upon supposals that it be false. And whereas he appears the only Champion herein in these days ; I shall not determine whether it be because he exceeds others in Zeal, or from his unacquaintedness with the State of the Nation, and the Interest thereof depending upon Lending : yet, to him pleading,

ing, that it belongs to him as a watchman thus to warn; some will be ready to reply; how hath he watched, that hath deferred this work these thirty years? for so long time hath past at least since his Sermons against Usury were preached, afore this Treatise of his was Printed.

Being now come to the last Chapter that contains his application, instead of an answer whereto, I shall draw up a Scheme of his discourse by way of summary rehearsal; wherein as in a Map may be seen the centure that is past; The application thereof I shall leave to himself to make.

After Mr. J. hath represented the Usurer as vile as he can, heaping on him all the opprobrious terms that came in his way; and damned him ten times over to the pit of Hell: 1. Least he should be mistaken by his Readers as intending all this for griping Usurers, and devouring Cormorants only, and not for others that take moderate gain, and mean no harm: he plainly says, he takes in all, and intends this discourse of all, even of such too as take moderate use, p. 46, 50, &c. And makes them as bad as Adulterers and Thieves, yea worse, p. 23. and 48.

2. But may not some lend for gain, that yet design good to their Neighbour? No:

The Usurer aimeth not at anothers good, but his own filthy gain, p. 41.

3. But suppose they do not bind others by Contract to pay use, but only take it, what is to be thought of these? these also fall under the same condemnation: *For even the intention of the heart to receive more than the principal, and the expectation of it makes a Loan of money Usury, p. 51.*

4. However, may not the case be altered as to Orphans and Widows, who have frequently no other way of improving their Money? Not so neither: *Usury being proved in it self unlawful and damnable, therefore no circumstance of persons, nor any pretended necessity can make it lawful, p. 55.*

5. Suppose then that all such Usury be a sin, may we not charitably think, that such as have a hand in it coming to the sight thereof, may repent of this, as we find some others do of some other sins? he leaves not room for so much charity; *For usurers seldom repent, but at last into Hell they go: p. 24.*

6. May there not be hopes, that some such do it ignorantly, as Paul speaks of himself, and as the Patriarchs lived in the sin of Polygamy, and yet repenting thereof in the Lump, amongst their other unknown sins, found mercy? I cannot learn he hath so much kindness for them neither: his whole discourse, and particularly his application makes directly against this; presenting

presenting him as one going against light and conviction: And in his Treatise of the Worth of Souls, p. 215. He thrusts in the Usurer amongst the sinners mentioned, 1 Cor. 6. 9, 10. That shall not inherit the Kingdom of God.

See Capell. of tentat. part. 1.
P. 232^a

7. If he then have so little Charity for the practiser of Usury, what charity has he yet for those many learned, grave, and (to all appearance) Godly Divines, that in the integrity of their hearts have pleaded for the Lawfulness of moderate Usury? Surely he will honour these: If you will take his thoughts from his words, these likewise are no better, nor worse than damned; unless they repented of this; the which it is more than we know they did, p. 39. *How wilt thou answer it (saith he) at that great day? when Christ shall ask thee, how durst thou preach or say, that it is lawful to lend to the rich upon Usury, when thou never hearest me say so? O I would not then stand before Christ in thy Condition for ten thousand Worlds.*

And here I perceive the censure I have incurred by writing against his Book: but this is my comfort, that I have done it in the Integrity of mine heart, and God Judgeth not always as Man Judgeth, for he Judgeth righteous Judgment.

He might have learned more moderation from Mr. Capel, a man alike af-

settled with himself in the question of Usury; but far more charitable in his censure of persons; as may be seen in his Treatise of *Temptations*, Part 2. Chap. 13. p. 256. And in his *Apology*, p. 282.

Animad-



ANIMADVERSIONS
ON
Mr. BOLTON'S
DISCOURSE OF
USURY.



Aving brought to the Test what Mr. *Jel.* is pleased to write on this Subject, I think my work not fully done, until some passages relating to

the same Controversie in the Discourses of the Reverend Mr. *Bolton*, and Mr. *Capel* be examined. Precious is the remembrance of those Men of God in his Church. It was not a design to repeat or proclaim

the mistakes or failures of the dead that put me on this work, but a desire of Truths vindication before the Living. I shall begin with Mr. *Bolt.* and because I intend to contract my Discourse, I shall not observe any strict method, but pass some remarks on what hath been passed by, or barely glanced on by Mr. *J.* And to that end, I shall lay down certain enquiries; and therein Animadvert on what Mr. *B.* asserts.

i Q.

Is not the use of money for some time worth money?

This, I think, is the only objection, that Mr. *B.* hath, which was omitted by Mr. *J.* For what reason he himself knows: However I think the decision thereof would bring no small helps towards satisfaction in this Controversie.

Mr. *B.* Doth not deny the question, neither do I see how he could: For who is there that doth not think the Loan of 100l. for a Year worth somewhat? And if it be worth somewhat, 'tis worth money, that being the common measure whereby the worth of any thing is valued. And if the Loan, or the use of this Loan be worth somewhat, where is the wrong, if a man take for it what it is worth? Is the buyer bitten, if he gives no more for a commodity than it is worth? If not, how is the borrower bitten if he have a pennisworth for his penny? All that can be said

said is, this is buying, not borrowing : I reply, call it what you will as long as we are agreed in the thing, that here is no wrong done ; there is no reason we should differ about words or Notions. Let us now weigh Mr. B's Answer.

Mr. B. So money which was ordained to be the price of all Wares, and the measure of all Bargains, is made a Ware, contrary to the nature of it. For, *Quod est medium venditionis, non potest esse terminus.*

Reply 1. That money is used as an Instrument for exchange or merchandizing, is from humane institution, and not designed thereto by nature. Time was when Gold and Silver were forbidden in the La-
cedemonian Commonwealth, and only Iron the currant coyn. And another while Leather having the publick stamp on it, passed there for money.

2. Money may be exchanged for Money : *Grotius* saith, *That exchange is more De Jure, simple and ancient than buying :* And that *Tacitus* of the Germans, saith, *They that live more inward [viz. from the Sea] do more simply and antiently use the Exchange of Wares.* *Grotius* also writes of *Changing Money for Money*, which (saith he) the Greeks call *Collybus*, and the Merchants at this day, *Exchange*, *As also of Money brought from Illyricum to Italy as a Ware.*

Again, Money is delivered, that after some time, so much and the same in kind may be repaid in loan; which hath place in those things which consist in number, weight and measure, as well other things as Money. And how common is it to exchange Silver for Gold, and Gold for Silver, giving somewhat above the currant price thereof? May not that which is *Medium hujus venditionis*, be *terminus alterius*?

3. But in this case before us, the borrower pays not for the Money lent, so much as for the Use of this Money lent, or rather for the right and power to use that Money which before was none of his, and for the advantages attending the same: whereof *Spanhemius* writes thus:

The Overplus is required for the undue Office performed, for parting from our own right to the Money for sometime, which was ours, and might have been kept by us: for the liberty and opportunity we deprive our selves of, for a while, of laying out that Money on Uses and Commodities of our own; for power granted the Debtor of gaining, and also for the advantage or gain he hath made of our Money: But all these things are valuable, and somewhat may be demanded for them.

Mr. B. 2. Answ. The rule holds in buying and selling, but not in acts of Charity, therein it is no good rule. Thou bidst for the

Dub. Ev.
part 3.
P. 673.

the purpose thy poor Neighbours to dinner : this is money worth, for it cost thee money, and saveth them money at home ; yet thou wilt not set a price upon it ; why ? because it is a work of Charity. Thou bidst thy rich Neighbour sometime, that which he eateth is worth money ; yet thou wilt take none, but think it foul scorn it should be offered : why ? because it is an act of kindness, of neighbourhood and friendship.

Reply 1. To the first sort of Guests, viz. Poor Neighbours, I would advise free lending, as well as free entertainment to be used.

2. But turn the Tables : Suppose the Inviter's poor, and the Guests rich ; may not somewhat be received honestly for the entertainment made ? this is commonly done, and not reproved by any as dishonest, that I know of ; but yet they will not allow the poor, with these circumstances, to take any thing for his money lent.

3. Dinners are made at Common-Inns, and Visualing-Houses, where men pay for them, and good reason they should.

If you say, that men are not here invited, but invite themselves : I answer, it is enough however to shew that Dinners may be allowed for without offence ; and they that lend, do not always invite Customers, but are sought unto. It were an absurd thing for a rich man that freely invited his friends

See Mr. J.
Usur. Cast.
p. 18.

friends to a Feast, to make them pay for it, (though there may be some that know how to fetch out their pennyworths again of their Guests) where according to common Custom it is taken for granted, that all things come freely ; but not so in the business of borrowing of money ; where they themselves lay it down for granted, that the borrower and lender know one another's mind, though there be no express Compact made for the Over-plus, both Custom and common sense leading there-to.

4. When the rich invites his friends, usually there is a recompence made for this, by the like invitation again, and it may be, he that made the first Dinner expects it, and would take it amiss, not to be re-invited, you will not allow the lender *to hope for any thing again* : Or if you will give him leave to look for the like kindness another time, I doubt not to say, that this is mony-worth, and so esteemed by most that know their Interest.

Luke 14.
12, 13. 5. Our Saviour saith, *When thou makest a Dinner or a Supper, call not thy friends, --- nor thy rich neighbours, &c.* Mr. B. here takes it for granted, that we may (notwithstanding this plain prohibition) invite such as these to a dinner. He must then put a fair construction upon our Saviours words ; such as this, *Invite not only the rich,*

rich, or not so much the rich as the poor. Why then should not the like candid interpretation be put upon the words of our Saviour, which are in controversie, viz. Luk.6.35. *Lend hoping for nothing again, i. e. from the poor, and such as stand in need of your free lending.*

His other reasons under the third Answer, have been elsewhere examined. As

1. *Other things are fruitful in themselves, which a man may alienate for a time, reserving the property to himself.*

Reply 1. In loan there is not a full parting with the property; for if that were true, it could not be recovered again.

2. Money in a political sense is fruitful; and Mr. B. himself rejects, as weak, p.53. the usual Argument taken from the barrenness of Money.

Mr. B. 2. *The Hirer restores the self-same thing, being for the most part impaired.*

Reply : But not always impaired: and what though the borrower restore not the same thing that he received, seeing it is the same in kind, and no better neither?

Mr. B. 3. *The Letter to Hire, as he retains the Property, so he beareth the hazard.*

Reply 1. But not all the hazards that attend the using and improvement thereof.

2. The

Mr. Fel.
P. 56.

2. The Creditor runs hazards too, in his money lent, as experience, as well as Chry. *sostome*, tells us.

3. Though the lender part with his right to that individual sum, yet not to the like sum; else it were giving and not lending.

Mr. B. 4. The letter to hire is at cost and charge for the things he lets.

Reply: Is not the cost and charge money? and is the Creditor at no cost and pains for procuring the money he lends.

2. Q. *Whether the Law of Moses concerning Usury be Moral or Judicial?*

There be Divines, that hold this Law to be Moral, and yet some Usury to be lawful: They are of Opinion, that taking Use from the Poor is only prohibited, who is expressed in the first writing of the Law, and to be understood in all after repetitions of the Law, or prohibitions of Usury. And others that look on the Law as Political, yet acknowledge a general Equity in this, as in other Judicial Laws of God by Moses; and so far they concern Christians also. From *Grotius* I understand, some things may be morally honest, because they may be commendably done, and yet their opposites not morally dishonest; and for this, he instanceth in Usury: *To the understanding (faith he) of the Law of Nature, we must observe, that some things are said to belong*

*De Jure
P. 10.*

long to this Law not properly, but by reduction, as the Schools affect to speak, the which are not contrary to the Law of Nature, as even now, we call those things just, which are free from injustice. Sometimes also by a Catachresis, those things are said to belong to the Law of Nature, which Reason shews to be honest, or better than their opposites, although not due. And the same Author; of this Law of Moses, saith, *The matter of this Law, if it be not necessary, is certainly, morally honest.* This I shall say, that it is not only lawful or honest, to lend freely; but also in it self, more commendable than its contrary, though I cannot believe it is always so, when all things are considered. But this will not satisfie those we contend with: I come therefore to consider what is here said upon this question.

Mr. B. i. *Prohibition of biting Usury is moral, but that usurie which is forbidden in the Law is biting. E. &c.*

Reply: This is answered by what is said before. I shall lay down this Syllogisme in opposition to his, *What is not biting is not prohibited in this Law, by their concession; but some Usury (as hath been proved) is not biting, E. 'tis not prohibited by the Law.* His after Discourse may be comprised in this Syllogism: Out of uncertain profit, to covenant for certain gain is unjust and uncharitable, and therefore forbidden in the Moral

Moral Law, but in Usury certain profit is taken for uncertain gain, *E.* Apply this to the letter, and then see whether he doth not by covenant take certain gain for what is uncertain.

Mr. B. 2. The Law of free lending is moral, renewed by our Saviour, Mat. 5.42. Deut. 15.8. Luke 6.35. Therefore the Law which forbiddeth usury is moral.

Reply 1. It is granted him,* the free lending our Saviour requireth belongs to the moral law, but then it must be understood with respect to the poor, the proper objects of a free lending. And to these poor the Text by him cited doth expressly limit it, *viz.* *Deut. 15. 7, &c.* Let the other Texts be interpreted by this. Our Saviour here enjoyns free lending to the poorer sort; they that extend it farther, must say, that Christ commands free lending to the rich also. and that this too belongs to the Law of Nature.

2. Enough hath been said to these Texts already: I shall add, however, what *Spanhemius* saith to all three, *Luke 6. 35.*

1. *It is inconsequent: for there is a precept what is to be done, not what only is to be done, to wit, we must relieve the poor, from whom nothing can be hoped, that same thing is commended, Deut. 15. 7, 8, 9. But an indefinite proposition must not be confounded with an universal; Luke has that, not this.*

Dub. Ev.
part. 31
p. 663.

2. If

2. If the words of Christ should be stretched for, it would thence follow, that the principal may not be retaken from any. ----

3. So the words of Matthew speak of the thing, not of the manner thereof, we must lend to one that asketh, but they neither express the manner, nor restrain it unless it be in the general, that we lend observing the Laws of Piety and Charity.

Mr. B. The Holy Prophets range it amongst the greatest abominations, &c. Psal. 15. Ezek. 18.

Reply. Read what hath been before answered to these places, Psal. 15. 5. That doth not put out to Usury, viz. To his poor Brother, say Jun. and Tremelius. Saith In loc. Spanhem. 1. This is to be understood of the Usurer that spoyleth his Brother by biting Usury. 2. As several expressions in this Psalm are to be taken in a limited sense, so should this : such are, that doth no evil to his Neighbour, nor receiveth a reproach against his Neighbour, who sweareth to his hurt and changeth not. No wonder then if this also admit of a limitation, and the same Answer will serve for other places. Thus far Spanhemius.

Mr. B. Proceeds to Answer an Exception. ●

Except. God permitted the letting out of Use to the Stranger, therefore the prohibition cannot be moral : For God is not wont

176 Animadversions on Mr. Bolton's
to permit any transgression of the Moral
Law.

Mr. B. Answ. 1: ---- Permission rather proves it to be unlawful in it self: For if it were lawful, it needed not to be permitted.

Reply 1. It is rather an exception to the Law, then a permission: and things excepted from a prohibiting Law, may be in themselves lawful, and usually are so antecedent to that Law.

2. I deny that permission is always of things unlawful; that expression of our Saviour relating to his Baptism, evidenceth the contrary: Mat. 3. 15. *Smaller it to be so now, &c.*

Mr. B. Answ. 2. *The putting away of a mans innocent Wife, being a thing simply, and in it self evil, was notwithstanding permitted to the Jews.*

Reply 1. It is a mistake, that the putting away of an *Innocent* Wife was permitted to the Jews. It is an Assertion against the express letter of the Law, Deut. 4. beginning. ---- Because he hath found some uncleanness in her.

2. It is denied by some Learned men, that Divorce, for weighty causes supposed in the Law, was against the Law of Nature, and in it self evil. Of this Judgment was Grotius, *de Jure, &c.* p. 21. And he saith moreover; *The Law of Nature is so immutable that it cannot be changed, no not*

not by God himself. Of the like Judgment was Spanhemius, in Answer to this exception of the Schoolmen; Excep. Usury was permitted to the Jews toward Strangers, not as somewhat lawful, but less evil, as the Bill of Divorce; &c. Answ. 1. That gloss of theirs is rather supposed than proved. 2. If according to the Schoolmen, all Usury were of it self, and in its kind evil; and had an inward dishonesty contrary to the Law of nature, so it could in no case be permitted by the Divine Law, but that the holiness both of the Law, and Law-maker would be violated. That of the Apostle is also known, evils are not to be done, that good may come; and therefore things that are absolutely such, are not to be permitted by an express sanction.

3. The instance of Divorce is inconsequent; for neither is Divorce of that kind and order, or any such thing which hath in it an intrinsical dishonesty contrary to the Law of nature the which is by the Schoolmen ascribed to all Usury.

If what is here spoken be reason (as I think it is) then it evacuates the two following reasons used by Mr. B. for this toleration of Usury, viz.

1. The hard hartedness of the Jews:
2. The injusticee of the Gentiles, with whom they did traffick, such as they would be sure to exact Usury of the Jews.

N

Which

Dub.
Evang.
par. 3. p.
666.

Which Arguments seem not of force enough to bear up the weight laid thereon.

For 1. How could any man be *sure* that the Gentiles would practice Usury upon the Jews, if it were (as they say) a sin against nature, and generally by the Heathens condemned?

2. Neither is it likely that God would give a positive toleration for one sin, to prevent another.

3. And it seems very derogatory to the Laws and Holiness of God, to give a positive permission to such practices, as the very Heathen would cry shame upon. (I am sure Christians are wont to look on it as no small blemish in the Heathen Laws for things of this nature:) or that he should permit the Jews to use injustice towards other Nations, because there was a probability they would use the same injustice toward the Jews.

Thus you have his plea, if by *Stranger* be understood the Stranger at large. But if by *Stranger* be meant the *Canaanite*, which he takes to be the right. Then he Answers thus;

Mr. B. *Permission of Usury toward the Canaanite doth no more prove the Law against Usury not to be Moral, than the allowance of manslaughter in War doth prove the Law forbidding Murder to be judicial,*
for

for although the Law condemning Usury be never so perpetual or moral; yet notwithstanding, as other Commandments of God, so is it to be understood with this Limitation, and restraint, viz. Unless God otherwise appoint.

Reply 1. This limitation would seem strange, if applied to all Gods Laws: for observe, how ill it sounds, to understand the Command thus: *Thou shalt not commit Adultery, unless God otherwise appoint: Thou shalt not steal, or serve Idols, &c.* Unless God otherwise appoint. I say it is a great reflection of dishonour upon the wise God, thus to interpret his Laws.

2. The instances brought of Abraham's killing his Son, and of the Israelites taking away the Egyptians Goods, will not prove the thing intended: For, 1. These things were commanded, and so made lawful after this Command. 2. It had been sin in them not to have done them; will any say so of Usury toward the Stranger? was this Commanded? then it had been their sin, not to have done it. But he said before, it was permitted only as the Bill of Divorce; and permission, saith he, is only of things evil, even after they are permitted.

3. In the Instances mentioned there was no dispensing with Gods Laws in a proper sense: Murder is the taking of the life of

a person without a lawful Warrant or Authority ; This *Abraham* wanted not ; and therefore his fact , if accomplished , had not been Murder , nor against that Law . Theft is the taking away of anothers Goods without right : did the *Israelites* do so , when they Spoyled the *Egyptians* ? If it be said , that the one had been Murder , and the other Theft , unless God had given them leave for doing of what they did , and therefore the Law was dispensed with . I reply : so , what the Executioner doth in taking away a mans life , would be murder , and what the Bailiff does in distraining Goods , would be theft , without a Warrant from the Magistrate for so doing ; yet none will dare say , that therefore the Magistrate doth or can dispence with those Laws .

4. We have heard before from *Grotius* , that the Law of Nature is immutable even to God himself : This is spoken , not by way of check to his power , but in that it carries an inconsistency to his will and holy nature . I shall borrow somewhat more from the same Author on this Subject .

The Law of Nature is the dictate of right reason , shewing an Act to have either a moral turpitude , or moral necessity from its convenience or disconveniencie , with a rational nature , and consequently such an Act to be either forbidden or commanded by God the Author

Author of nature. The actions concerning which there is such a dictate extant, are lawful or unlawful in themselves, and therefore are understood to be necessarily commanded or forbidden by God: By which mark this Law differs not only from Mans Law, but from the Divine voluntary, which doth not command or forbid those things, which in themselves, and of their own nature, are either lawful or unlawful, but makes them unlawful by forbidding, lawful by commanding.

Again: Tet it sometimes comes to pass, P.4. that in those Acts wherein the light of Nature doth determine somewhat, a certain shadow of change deceiveth the Non-observant, when in truth the Law of Nature is not changed, it being unchangeable: but the thing of which the Law of nature doth determine receives some change. e. g. If a Creditor, &c. --- So if God command any to be slain, if what is another's to be taken away; Murder or Theft will not become Lawful, these words carrying sinfulness within them; but it shall not be murder or theft, which is done by the Authority of the suprem Lord of Life and Goods. Thus far Grotius. And indeed, how can this be a dispensing with the Law of nature, the highest Law of nature it self being, that God must be obeyed? unless we should imagine one of natures Laws to be contrary to another.

Mr. B.
P. 47.
p. 13. ;
P. 45.

Lastly, There is one difference more to be observed between the instances brought, and what they suppose Usury to be, for they assert Usury to be *In it self*, and by the Law of nature unlawful, such as *Adultery, Lying and Theft* is. Again, *Biting* is individual and essential to the nature of it. And from the Schoolmen; *Usury* is a sin not only in it self, but according to it self; and therefore cannot be made good by any Circumstance. Will they say the like of taking away the Goods or Life of another? Are these sinful in themselves, and against the Law of nature, that they can be made good by no Circumstances? We see they were made good by the Command of God: we know they may be made good by the Magistrates lawful Warrant. And therefore it appears the instances will not reach the mark; unless he had instanced in *Theft* and *Murder*, which carry a natural sinfulness in them: but neither of these could be affirmed of *Abrahams* killing his Son, or of the *Israelites* spoyleing the *Egyptians*.

Concerning the latter of these; It is commonly taken for granted, that the *Israelites* Fact had been sinful, secluding the special Command of God for their so doing; and according to this supposition I have formed my Answer foregoing: However I think I need not have granted so much,

much, but have called in question their supposition. I know it was the extraordinary injunction of *Jehovah* put them upon the fact; but doubt whether it were for this end to legitimate that, which had been otherwise sinful. Let us see what the *Israelites* did: saith our Translation, *Exod. 12.*
They borrowed of the Egyptians Jewels of *35, 36.*
Silver, &c. And was not this fact of borrowing in it self lawful? After they had thus borrowed, the *Egyptians* were urgent upon them, and thrust them out of the Land in haste, *Presently after this grant Gen. 3.22.* (*saith Diodate*) the *Egyptians* moved War against the *Israclites*, and did unjustly assault them: so that by right their spoils belonged to the *Victors*, who were assaulted, which was brought to pass by Gods secret providence to recompence his people for the slavery they had endured in Egypt.

The word translated, *to borrow*, is *Shaal*, which primarily signifies to *ask*, so rendered by *Diodate*, so by *Junius* and *Tremelius*: God bad the People, ask of the *Egyptians*, Instruments of Silver, and Gold and Raiment: was not the thing in it self lawful, even antecedent to the special Command from God? if you say, they asked with a promise of restoring; that cannot be proved, and that had been a lye in them, and therein they had gone beyond the Command: if it be urged, the *Egyptians*

tians designed to lend only, and not to give: neither can that be proved: *They gave to them asking, [dederunt eis perentibus]* say Jun. and Trem. Exod. 12. 36. neither is it likely, they should deliver these Jewels, &c. with such an intent, when the *Israelites* were just upon taking their farewell of them. If it be demanded, how came it to pass that the *Egyptians* were so free and liberal? The Scripture it self will remove this scruple, *The Lord gave the People favour in the sight of the Egyptians, so that they gave them what they asked.* The Lord inclined the hearts of the *Egyptians* to be thus free and bountiful: if it be again urged, that they are said to spoil the *Egyptians*; that is but spoken *καταχεισιχως*; and relates to the event, rather than to the action; spoiling properly signifying a hostile, forcible taking away of another's Goods, which in this case, was not: but this may receive some farther light, by comparing it with Gen. 31. 9. *Thus God, said Jacob, hath taken away the Cattle of your father, and given them to me.* If it be again inquired, what was Gods intent in putting the *Israelites* upon this demanding instruments of Silver, &c. I answer, God had then the building of his Sanctuary in his eye, whereto much of the things they received, proved serviceable, and was after consecrated, for all was not cast away upon the Golden-Calf.

Having spoken of that Question that concerned the *Israelites* borrowing, what I thought requisite to remove that rub out of the way, I return to attend Mr. B.

Mr. B. God appointed his People to destroy the Canaanites, and it was fittest by little and little, — usurie was therefore a fit Consumption so to eat them out.

Reply 1. Believe it he that can. I can call this no other than a groundless surmise, as having no footing on reason, or Scripture; the latter not affording the least discovery that any of the Cursed Nations were eaten out by this means.

2. Neither will the conjecture receive any help from Reason. Suppose a Command given to the *English*, to shew no kindness to any of their neighbour Nations; but to destroy them utterly, and root them out; would any think that this Command were obeyed by lending to them upon Usury? or that this were a likely means to effect it?

3. If you look to the end of the Command for extirpation; seems it likely, that the *Jews* might lawfully exercise converse with the Cursed Nations, in lending to them; when they were commanded not to suffer them to dwell in the Land, nor make a Covenant with them, nor shew mercy to them; but utterly to smite and destroy them: and that too, for this reason principally,

Exod. 23,
32, 33.

Deut. 7, 2.

cipally, lest these Nations should infect them with Idolatry, and so draw them off from the pure Worship of God?

Q. 3. Whether it be lawful to contract for certain gain, whiles the gains of the borrower are uncertain?

Mr. B. holds the negative, and that as universally true, or else his Argument would not prove the thing by him designed. This string is often harped on: particularly, p. 18. *Great and certain gain accrues to the Usurer, sometime out of little gain, sometime out of no gain; sometimes out of loss; always out of uncertainties; always out of labour and pains, out of care and cost, out of hazard and peril to the borrower: is this consonable?*

Reply 1. Whereas he saith, *Great gain, It is not so great now, as in his days.*

2. Not so great, as where greater hazards are run, less gain being expected and taken, because of the less hazard run.

3. Would it be reasonable, that the Creditor should run all hazards at this disadvantage; so that if he gains to the utmost, he gains but 6 per Cent. but upon the Debtors miscarriages, he may possibly lose not only 6 in the 100, but the whole 100? And yet the lender knows to his cost,

cost, that this hazard is not seldom run too.

4. Suppose he then covenants for *uncertain gain*, it may justly admit of a doubt, whether this can be proved consistent with the Law of *Moses*, which yet they plead reacheth us too, as being moral and perpetual. And is not this [*lucrum ex mutuo pactum*] gain covenanted for from lending? do they not also say, we are bound to lend freely to all that we lend to, not hoping for any thing again, and consequently, not any gain, either certain or uncertain.

5. Suppose then that men might lend for uncertain gain, i.e. trusting to the borrower's courtesy, who frequently is to seek what his gains by the loan are; but more frequently dissembles his gains, and magnifies his losses: the gains on these accounts, would prove *uncertain* indeed; and the Principal too, if left to the Conscience of many borrowers; the dispositions of the men of our times being well described by the Son of *Sirach*, *Eccles. 29.*

47.

6. Might not the same that is said here by him, be affirmed of other Contractors, and particularly of him that sets out his ground to farm? doth not certain gain accrue to him, sometimes out of little gain, sometimes out of no gain, sometimes out of loss,

De Jure.
235.

loss, always out of uncertainties, always out of labour and pain, &c. And yet this is held conscientiable. In farming (saith Grotius) the use of the Money is recompensed with the fruit of the Farm.

Lastly, The borrower saith Mr. B. pays the use, always out of labour and pains: As if no lender took labour and pains for procuring the money, before he could lend it.

P. 27.

M. B. Pleads, He that letteth any thing, beareth the hazard of the thing he lets. As the Landlord of the Ground, not only of the Title; but also of all Casualties and Calamities anyway incident, as over-flowing by Sea, Invasion by enemies, &c. in which cases he is as well to lose his Rent, as the Tenant his labour and charges.

Reply 1. For extraordinary Cases there cannot be expected ordinary Rules: when such happen, there should be forbearance and moderation used both by the settler and lender. I think 'tis part of their Contract to secure the Tenant in the quiet possession of what he rents, that being subject to more cavils and molestations than the money lent is. Who seeth not that in over-flowings of Water, Invasions of Enemies, money may be better secured than the quiet possession of Fields and Tenements? but if the borrower do suffer loss by such unexpected accidents, Charity will, that the

Cre-

Creditor favour him, at least, in the Overplus, which is equivalent to the Settlers lossing of the Rent, and it is well if the Principal be not hereby hazarded; whereas the Field and Land remain after the flood is dried up, and the Enemies withdrawn.

2. But are there no hazards that the Tenant runs in what he rents? are there no droughts and floods, no blasts and mildews, no in breakings of Cattle, that may in part frustrate his hopes, and render his labour fruitless? here then the Landlord takes certain gains for that which is hazardable, which we have heard before declared unlawful in the lender.

3. I suppose a Case: A Farmer that rents a Tenement for years, having money of his own, only it is out in other hands, and cannot get it in to supply his present occasions: he therefore borrows of his neighbour a hundred pounds: therewith he stocks the Tenement, and Tills the Ground, thus the money is laid out on Cattle, Corn and Tilling: but there-after there happens a Murrain amongst his Cattle, a Drought eats up his Corn, or the Meldew cankers it: what reason is there the Landlord should have his full Rent, but the lender must take his part in the loss; seeing the failure was rather on the Tenements part, than the loan, which did the work it was designed for?

4. For a close to this Question, let it be considered, Whether in the paying of *Interest* (by him held lawful) some of the objected inconveniences will not take place: for whether the borrower gain or lose, he must (according to Mr. B.) in reason, make up the others loss sustained: And this may amount to more than the Use-money prescribed by Law. For *Interest* (saith he) is to be rated and proportioned, not according to the gain or benefit which the borrower hath reaped by the employment of the money; but according to the hinderance or loss which the Creditor sustaineth through the borrowers default.

4. Q. Whether *Usury* be against *Equity*, *Conscience* and *Reason*?

P. 36. So Mr. B. affirmeth: To whom I shall
 P. 58, Sc. oppose Mr. Baxter, saying, That which is
 Christ. neither a violation of the natural Laws of
 Direct. Piety, Justice or Charity, nor against the su-
 Tom. c. 4. pernaturall, revealed Laws of Moses, or of
 S. 13. Christ, is not unlawful: but there is some
 P. 125. *Usury* which is against none of all these, E.
 there is some *Usury* which is not unlawful. They that have a mind may see him pro-
 ving what he asserts in the place quo-
 ted.

Dub. Eva. 2. Spanhem. The 3d Reason: Not all
 P. 669. Increase that is required above the Principal
 is forbidden; seeing some is not only, nor con-
 trary

trary to any precept or prohibition of the Decalogue; but also, it neither prejudiceth Charity, nor Equity, nor Honesty; but rather binds Charitie, is founded in natural Equity, and doth cherish and promote good neighbourhood amongst men.

3. The Equitableness hereof will appear from Gratitude on the borrowers part; from his consent, promise, power to give, and the inequality of the contrary.

1. Some Usury, and that which I plead for, is grounded in gratitude: he that hath received anothers money, and gained, and increased his Estate, or prevented damages thereby, is by humanity bound to be thankful, and to make due returns to the party by whom he hath profited. The Heathens with one consent cryed out upon Ingratitude. *Sen. That thou maist know a grateful affection of mind to be desireable for it self;* De benef. l. 4. c. 18. *and Ingratitude a thing to be avoided for it self;* for nothing doth distract and divide the Concord of Human Society equally to this Vice: for by what other are we safe, save that we are holpen by mutual Offices: by this one thing life is better furnished and fortified against sudden Incursions; even by the exchanging of benefits.

This liberal Usury may, with a good Conscience, be given and taken from an able and willing giver, Mr. B. consenting, P. 54. only

192 Annotations on Mr. Bolton's
only (saith he) it may not be required for
loan.

Reply: Is not this Over-plus paid upon
the account of the loan? and may not the
Creditor receive and expect it too upon the
same account? or on what other account
should he receive it? As for the Compact it
hath been answered already.

2. Here is also Consent on both sides,
for a ground-work to the Equity of this
Contract. Theft is the Usurpation of ano-
thers Goods, without the consent of the
owner, and therefore Usury cannot be
Theft, as they plead: True, if there were
force used by the Creditor to bring the
borrower to such a Compact, there had
been Oppression and unlawful dealing: but
not so, where it is his own voluntary act,
and there is no injury done to one willing,
according to the received *Maxime*, the
which is by him pleaded, when it serves his
turn.

But they deny this free consent in our
Case: *He being constrained by thy cruelty*
so to do, saith Mr. B. *being forced, he borrow-*
eth, saith Mr. J.

Reply I. Let it be still remembred, we
are not speaking of such as borrow for
natural necessity, or to keep themselves from
starving: but of other borrowers that design
Trade, gain, &c. how are such compelled
or

p. 55.

p. 48.

p. 57.

or forced? or doth the force arise from the lender?

I consult Seneca: First of all, it is not Contro, force, where any thing is undergone for the dispatching of a business, but only reason: because I cannot have a house unless I buy this: no other house is to be sold: the seller seeth his time, and urgeth it: yet you shall not make void this bargain; otherwise Cavillation would prove endless. Another will say, there was a necessity laid on me: a necessity laid on thee? how so? first thou couldst have been without it, and again, thy needs might have been supplied another way, thou mightst have stayed till another opportunity: couldst thou not have been supplied otherwise, so much the more art thou engaged to me? but if there be force and necessity in the thing, then are the matters transacted, by force and necessity made void, if the force and necessity were imposed by the Covenanter. It nothing concerns me, whether thou be forc'd, if thou be not forc'd by me: it ought to be my fault, that it should be my punishment. Thus Seneca.

2. I shall not doubt to say, there be not a few that pay Use, that freely and voluntarily do it; and if left to their own freedom would not do otherwise, I mean, upon supposition of borrowing. In these there is a free consent, and in others there is a secondary or interpretative willingness. Involuntary (saith Crotius) taking its arise

De Jure
c. 17 S. 184



from

from voluntary, is in Morals accounted for voluntary. 'Tis like, some would not pay Use, could they have the money gratis: and probably, would be unwilling to part with the Principal too, on the same terms; and he that buys, would keep his money, if he could obtain the Commodity for nought: yet here is a sufficiency of willingnels for transferring of a right, for here is consent.

3. In the Compact for lending, there is not only a private, but a publick consent too; I mean, the National Law. Of both which Consents, *Grotius* writes thus: *For as from our private consent, there accrues, not only an outward, but also an inward right over our Goods; so also from a certain common consent, which, in effect, contains in it the consent of every single person, in which sense, the Law of the Commonwealth, is called the Compact of the Commonwealth.*

4. Let us see farther, whether the borrower have not a power to pay this Overplus, or to make over the right thereof to the lender? I speak of Civil Power or Right. This I prove, for if he have such a power to give it freely, he hath a power to transfer it upon Compact: or let it be thought what is wanting here to this rightfull power.

Saith *Grotius*: *The principle, both here, and in other human acts, wherefrom a right doth*

De Jure.
P. 541.

dost arise, is that right, which we have interpreted to moral faculty, together with a sufficient will. Of the consent of the will, I speake but now. Take then what this Learned Author adjoyns, of the definition of Propriety, which (saith he) is this, when the right of alienating is in our power; there are two things to be noted, the one in the giver, and the other in the receiver: ---- In the one there is the same reason for alienating and promising by the Law of Nature.

Of which last, I come now to speak.

4. The Equity of this Contract of Usury, is founded in promise or fidelity: the receiver of the money becomes debtor by promise; and it was ever the part of an honest man to make good his promise, where it is in his power to perform it. Saith the Author last mentioned, Tully in his Offices gave so great force to promises, that he calls Faithfulness the foundation of Justice. Again, All that have come to the use of reason, are capable of a right from a promise. — from this fellowship of reason and speech ariseth that obligation from promise, whereof we have spoken. --- a promise by it self confers a new right.

P. 220.

The Author Of the Whole Duty of Man, writes thus: As for the other sort of debts, that which is brought upon a man by his own voluntary promise, that also cannot without great injustice be withheld, for it is not the

P. 237.

mans right, and then 'tis no matter by what means it came to be so : therefore we see David makes it part of the description of a just man, Psal. 15. 4. that he keeps his promises, yea, though they were made to his own disadvantage.

Holy liv.
p. 208.

I shall add Dr. Taylor : Religiously keep all Promises and Covenants, though made to your disadvantage, though afterwards you perceive you might have been better ; and let not any precedent act of yours, be altered by any after-accident : let nothing make you break your promise, unless it be unlawful or impossible, i. e. either out of your Natural, or out of your Civil power, your self being under the power of another, or that it be intolerably inconvenient to your self, and of no advantage to another ; or that you have leave expressed, or reasonably presumed.

5. The Equity of this Contract, appears from the inequality, of the contrary.

(1.) It is unequal, that the Lender should receive less than he delivered.

(2.) It is unequal that one man should grow rich, to anothers damage, by whom he is enriched.

3. It is unequal that the lender should receive back, less than the borrower received from him : but so it is, if nothing but the Principal be restored ; for the borrow-

er

er besides this, received a right and liberty, to use and make the best advantage of what was another mans : This is more than the Creditor can be said to receive back, having back the Principal only, he receiveth but what was his own.

The Anti Usurers argue on the other hand, that Usury is unjust, because less is given, more is received : to which Object Spanheimius thus replys. 3. *It is doubtful P. 675.* in saying, less is given, more is received : for there is respect had either of the money delivered only, or there is also respect had to the undue office performed by the Creditor, the parting from his right which he had to the money, and the privation of the money thus lent for a time : In the former respect, it is certain, that less is given, more received ; not so in the latter, seeing the Principal restor'd, answers to the Principal lent ; the Overplus, as a just recompence, answers to the undue office, the parting from our right, the privation of the money, and other things of like nature. Yea, this same Argument may be turned against them, and said, in such a Contract the Debtor receives more than he delivers back, seeing that he receives not only the Instrument, but also the advantage of greatly increasing his own profits from him, to whom he pays a small Pension.

2. It is unequal, that one man should

grow rich to another's damage: but so it is in many cases, where the borrower hath all the gain, procured by another's money, and the Creditor that lent it hath none.

p. 237.

Saith Grotius: *That one feel the loss without the profit, is therefore not to be admitted, because a communication of profits is so natural to society, that it cannot stand without it.*

Vol. I.
p. 65.

2. What Mr. Perkins writes will give light to this: *In buying and selling, in letting and setting, in Merchandise and other Commodities.* 1. There must be proportion and equalitie in all Contracts. — 2. They must be squared according to the Law of Nature, the sum whereof Christ expoundeth, Mat. 7.12. 3. The bond of Nature must be kept, which bindeth him that receiveth a benefit, and maketh a gainful Trade of another mans Goods, that he being once enriched, shall make a proportionable and natural recompence, even above the Principal. 4. Men must communicate and make use of their Goods with that Caveate which Paul gives, 2 Cor. 8. 13. Not so to bestow them as that others may be eased, and they grieved: or contrariwise.

3. The Scripture last mentioned, though spoken occasionally, with respect to giving, yet is the foundation of all Contracts, say the Learned.

4. I

4. I add Spanheimius's Testimony: — p. 675.

Tea Justice and Equitie were taken away, e. g. If a Merchant should increase his Estate by our money, and no part of the gain should come to us, for our parting with our right and money, and for the advantage given to another of increasing his Estate, without any obligation on his part.

5. Is not the reason of equitie and equalitie overthrown, if one receive all the profit, and the other none? when yet both conferred somewhat toward the promoting of that profit; for one thing brings the matter or instrument, the other industrie and labour.

6. What injustice or want of equity is there, when both are gainers? it is apparent, that sometimes it is so, which is enough to our present purpose: neither will the instances brought to the contrary by Mr. B. overthrow the strength of this reasoning, *viz.* Instances taken from the officious lye, stolen sheep, and buying a presentation, where he pleads both parties are gainers.

Reply 1. But there are other parties that are apparently losers, *viz.* by the lye, the Community; by the stolen Sheep, the Owner; and by the Simony, the Church.

2. The foundation in two of these instances, is nought and rotten, *viz.* Theft and Lying, these are in their own nature

sinful, and therefore not capable of being made good by any supposed advantage: but the foundation to our Contract of Usury, is lending, which is in it self laudable.

3. I have before proved, that the borrower hath power to transfet his right, which neither of these mentioned had.

P. 35.

Mr. B. Answ. 2. *If the borrower gain by accident, in respect of the event, it is no thanks to the Usurer.*

Reply 1. It may be true, and yet the Contract be honest. In common cases, the buyer ows little thanks to the seller, any more than the seller doth to the buyer, and the Contract held blameless.

2. All that can be said, is, that this is not an act of Charity, or that which is commonly called *beneficium*; which may be true, and yet the Contract be just: as in the case of the buyer and seller aforementioned: what is just is one thing; and what is charitable, is another; and yet both may be good in their kind, this is that which *Seneca* meant, *Beneficium ejus commodum spectat, cui praestatur, non nostrum, alioquin nobis non illi damus*: — Let it be remembred, there is a *Medium* between a kindness and an injury, as several kinds of Contracts are. *Nunquid dubium est, quin contraria sit beneficio injuria? &c.* Thus it is where the Lender respecteth his own gain. But

I. 2. de ben.
c. 13. c. 14.

c. 15.

But 3d. Where the lender respecteth, and intendeth the borrowers gain too ; the same Author, as well as Reason, will tell us, there is thanks due, and kindness performed. *I am not (saith he) so unjust, as to think I owe him nothing, who being profitable to me, proved so also to himself : for I do not require, that he should consult my good, without an eye to his own : yea, I rather desire, that the benefit given me, may more advantage the giver, so be he that gave, had respect to both, &c.*

4. To the Moralist, I shall add the Divine, viz. Spanhem. If Usury be against any Command of the second Table, it must be the eighth : But it is not against the eighth : This appears, because some Usurie, is so far from intercepting or prejudicing anothers Goods, as that, on the contrarie, it promotes the profit, both of giver and receiver, and this by lawful means, without wrong, fraud or extortion.

Mr. B. EXC. But if the borrower sometimes gains ; yet the Common-wealth is dam-nified.

Reply 1. The Common-wealth is made up of single persons, what proves beneficial to these, doth frequently (though not always) prove so to that.

2. Spanhem. Answers it thus :

1. If the Common-wealth be dam-nified, that is by accident, through the borrowers, rather

P. 669,

P. 14, 39.

676.

rather than lenders fault: for that is often done by those that Trade with their own money, and not anothers.

2. By lawful means, e. g. by a seasonable buying of Wares in Foreign parts, or of things relating to their livelihood, or of Farms in their own Country, the borrowers may have enough, whence to pay moderate Pensions, such as ought only to be required, but if they be abused to frauds and evil arts, this must be imputed to the one, and not to the other.

p. 65. 67.
p. 15.

Q. 5. Is it lawful for the seller to advance his price on Wares sold, upon the account of time given for the payment?

Mr. B. Holds it not lawful: By so doing (saith he) he doth but sell time, which is not his to sell, and so under the Contract of selling, he committeth Usury, — and this is all one as if he lent so much money for such a time, taking use for it.

p. 24, &c. *Reply 1.* I find B. Hall agreeing with him in this, That there is no great difference betwixt this Case, of selling Commodities dearer for giving days of payment, and that of loan, save that there is money lent, here Commodities money worth, &c. but I find him more moderate than Mr. B. in stating this question.

And certainly (saith he) to debar the Contract of a moderate gain for the delay of payment

payment upon Moneths prefixt, were to destroy all Trades of Merchandise. — a practice that is now so habituated amongst all Nations into the course of Trade, that it cannot well consist without it.

Mr. Jel. that I remember, has not discovered his Judgment on this question, perhaps doubting which of his leaders here to follow, seeing they herein divide.

2. I shall produce the judgment and reasons of Divines for the lawfulness hereof.

1. Hear Blessed Calvin : But now some On Deut. man will demand, whether all manner of profit be forbidden by lending, and it were a thing worth discussing : for put the case that a man dealeth plainly, and delivereth his Ware at a price for a time : If the other break day with him, and delay him of his money, doubtless he deserveth to pay the forfeiture or the profit which he withholdeth from him who made the loan ; and when the interest or gain thereof is set by justice ; surely he need not to make any Conscience to take it. There is a man that hath taken my Commodity by which I must live : for when I have sold to day, I must buy again to morrow ; and therefore he that hindreth me, by withholding from me the gain of my Commodity, from maintaining the Trade of my Shop, he doth not better than cut my Throat.

23. p. 823.

Holy Liv. 2. Bishop Taylor. He that sells dearer
 p. 207. by reason, he sells not for ready money, must increase his price no higher than to make himself recompence for the loss, which according to the rules of trade he sustained by his forbearance, according to common computation, reckoning in also the hazard, which he is prudently, warily, and charitably to estimate. Thus B. Taylor: and being this differs so little from the loan of money, we may easily guess what he thought in the question of Usury.

Theol. Quest. 3. Richard Ward, a strict Anti-usurer: yet says; All clear and orthodox Divines agree in these things concerning Usury.

9. That with Trades men it is lawful in regard of the forbearance of their money; i.e. They may sell dearer if they sell for a longer time, because they lose by the forbearance of their money: and so if a man desire his money in bargains before the day, he who pays may justly demand an abatement according to the time, these are agreed on by all.

And yet the difference betwixt this and Usury is so small, that there is need of a Microscope to discern it.

3. Mr. B's Reason against such selling dearer for forbearance, is Because this is a selling of time which is none of his to sell.

Reply 1. Let Bishop Hall answer this. It is not meer time which is here set to sale, --- but there are two incidents into this practice, which

which may render it not unwarrantable. The one is the hazard of the sum agreed upon. -- The other is the cessation of that gain which the Merchant might in the meantime have made of the sum deferred, &c.

2. Mr. Love answers the same objection. Christ.
Then, I conceive it no breach of equity in Direct.
trading, to take the more for a Commodity,
If the Man that buys it requires time for
the payment of it, than if he paid ready
money, and my reason is this, because the
parting with a Commodity without money, is
a damage and hinderance to the seller, and
therefore he may lawfully take more, as in
Lev. 25. 14, 15. says God there; If thou
buyest ought of thy Neighbour, or sellst
ought to thy Neighbour, you shall not
oppress one another; but according to
the multitude of years thou shalt increase
the price thereof, and according to the
fewness of years, thou shalt diminish the
price thereof. The Case is here the same,
&c.

I might here examine Mr. B's conces-
sions upon this Question: As 1. Though
any may not sell the dearer for time given, yet
to bring the buyer to an equal price, he may
sell the dearer on that account as to appear-
ance, or according to the buyers apprehen-
sions. 2. He grants there may be other
reasons (beside forbearance) why the
seller, granting time, may sell the dearer.

As

As 1. When he knows that the value of the thing will be more at the day of payment, than at the day of sale: 2. If the thing which he selleth have fruitful use. --- 3. When the price is detained beyond the time appointed. --- These Concessions may be retorted upon himself; but, I designedly avoid prolixity.

Q. 6. Whether all Lending ought to be free, and a work of pure Charity, &c.

p. 41, &c.

This is commonly asserted by Mr. B. Lending was not (*saith he*) Ordained to be a Contract of negotiation; but an act of Charity and Liberality wherein the Lender should not respect his own gain, but the borrowers good, Luke 6. 35.

Pract.
Cat.p.
219.

p.93.

Reply 1. What we render, hoping for nothing again. Dr. Hammond renders, *Distrusting nothing*: and proves his interpretation: and Asserts that the business of Usury is not clearly stated in the New Testament; and the only place he can pitch upon is, Luke 6. 30. which yet he builds no great confidence on.

2. It is granted on all hands, there is a lending that ought to be free; which yet is not to be taken absolutely, universally, and without limitations: Ability is supposed in the person lending, and necessity in the person borrowing. It is the Cause of the poor that our Saviour is here pleading; to these God and Nature require a free lending.

3, Where

3. Where a man is not bound to Lend, he is not bound to lend freely ; but to such as are wealthy, and it may be richer than our selves, we are not bound to lend therefore, not bound to Lend freely. There is a Lending of due, and a Lending of Courtesie, saith Mr. Perkins : It cannot be that Lending should be due unto all. And it were but a jejune Interpretation of our Saviour's Injunction to understand it thus : Whensoever you lend, see that your Lending be free : But rather thus ; whensoever you meet with objects of pity, some of my members that stand in need of your relief and helping hand, according to their necessities, and your abilities, stretch forth your hand by giving or free Lending to them ; though they be unable to requite you in the like kind.

4. His Interpretation of Deut. 23. 19. would make it our duty to lend to all, and that freely : *Thou shalt not lend upon usury to thy Brother : say they, He is thy Brother whether poor or rich : adjoyn hereto then Ainsworths Commentary : Under this prohibition the contrary is Commanded, thou shalt lend : what can follow from these premises, save this Conclusion : Thou shalt lend freely to poor and rich for both is thy Brother?*

5. We must not admit that which would injoin us to shew the like Charity to rich and poor : but to require free Lending to rich

rich and poor alike would do so. We read, *Prov. 22. 16. He that oppresseth the poor to increase his riches, and he that giveth to the rich, shall surely come to poverty.*

p.31.

6. Our Saviour enjoyns a Lending to those from whom we may not expect any thing again (according to our Antagonist's sense) but if we lend to the rich, and such as trade and get gain, we may look for something again : we may look for the principal again, and for the like kindness from them another time, as Mr. B. confesseth : and therefore this cannot be the Lending, that is here meant.

De benef. l.s.c. 14.

7. Though Acts of Justice and Charity are not contrary ; yet they are of a distinct nature, and ought not to be confounded : for it is one thing to sell, another thing to give or lend freely : *Seneca saith, Some one sells me bread-corn ; I cannot live unless I buy it : but I owe not my life because I have bought : --- What I have bought I am not beholding to any for.*

If in all Cases, and to all Persons we were tyed up to use acts of pure charity, there would be no room left for Acts of Justice, such as buying and selling ; for giving and free lending would swallow up all the former Acts.

Reasons against which are these.

1. If

1. If any man were tyed up to Acts of Charity, and were not free to use Acts of Justice in Contracts, then the Fountain of his Charity would soon be drawn dry : for then he would be still laying out, but not taking in : And no one man is able to satisfie the Cravings and Expectations of all necessitous persons, much less of all such as would borrow freely. Pertinent is the Discourse of Cicero ; But because the abilities of each one are but small, but the multitude of those that want these things is Infinite, Common Liberality must be referred to that end of Ennius ; That nevertheless there may be light to himself ; that there may be a sufficiency, whereby we may be free to our own Relations.

De off.
I.I.p.23.

2. This is the next reason : Charity injoyns us no such thing whereby we should be cruel to our selves or Relations: though we are to be kind to others, yet not so as to be unkind to our selves : we are to love others as our selves; not above or better than our selves. Even Mr. Capell himself will joyn with us herein : I speak (saith he) of such as are able ; for we may not stretch beyond our staple and spoyl all : I must not make my self poor, to keep another from being poor, throw my self into the same degree of need, to help another in and against his need. The Widow who cast in all she had, binds us not by her example, because what

Of Ter-
tations,
part.3.
P. 325.

She did, She gave it rather to and for the service of God, than to the Poor.

De Jure
P.27.

Grotius faſh, It follows; Give to him that asketh of thee, and from one that would borrow of thee turn not thou away. If you urge this in Infinitum, nothing is more harsh. He that taketh not care for his own Household is worse than an Infidel, faſh Paul, 1 Tim. 5.8. Let us therefore follow the ſame Paul, the best Interpreter of his Masters Law, who stirring up the Corinthians to exercise Liberality towards those of Jerusalem: That there may not be (faſh he) a relaxation to others by burdening you; but that equally your abundance, may supply their want.

To the ſame purpose, he quotes Seheca ſaying, I will give to one in want, but ſo that I may not want my ſelf: I will help one like to perish, but ſo that I may not perish my ſelf.

I add Eſtius. The Order of Charity reuires, that firſt we provide for our own neceſſity; after that out of things not neceſſary, we are to provide for the neceſſities of others.

De off.
1.2.p.20.

I conclude with Cicero. Account muſt be made of our own Estate, which to ſuffer to go backward were indeed a flagitious thing: yet ſo as to keep off from a ſuspicion of Covetousneſſeſs.

Again,

Again, Nothing is liberal which is not also just. There was another place of caution, that our bounty should not be greater, than the ability; for that they who will be more liberal than their Estate will allow, offend first in this, that they are injurious to their near Relations: for what supplies it was more meet should be afforded, and left to these, they spend upon Strangers.

All these Inconveniences and unequal dealings mentioned, would follow from free Lending in several Cases, and expressly where the Lender is poorer than the borrower, as it frequently falls out: And where Widdows and Orphans are the Lenders, that have nothing else to subsist on: to teach in this case, that they may not with a good Conscience take any thing above the principal, would prove uncharitable and oppressive: forasmuch as there is no shew of reason that others should increase their Estate by the dammage of such as these.

As to Orphans the Jews, as strict as they are against Usury amongst themselves, yet there will allow Usury to be taken for such, as Hornbeck shews out of Maimondes. It was lawful to place out the Goods of Orphans, with a good and honest man, after this manner. Do thou traffick with these Goods; if any gain arise from thence, thou shalt render to the Orphans their part of the gain, but

Cont. Judi.
P. 531.

if Loss, take that wholly to thy self: for this is the dust of Usury; and this dust is not prohibited unless it be by positive Law, wherein there is nothing determined of the Goods of Orphans.

7. Lending upon Use, may be not only just, but charitable too; or, if you will, an act of kindness. As when a man has both money by him, and an opportunity to buy a good purchase; he Lends this money (for moderate gain) to another to that end that he may buy this Purchase: this cannot be denied to be an act of kindness. Seneca writes thus: *If any one have profited us for his own sake, are we any thing obliged to him, thou wilt say? -- It is much to the purpose, whether any does us a good turn for his own sake, or for ours, or for his own and ours too.* Again, *I am not an unjust interpreter of a benefit; neither do I desire that it may be given only to my self, but also unto thee.*

Sen. de
ben. l. 6.
c.12.

8. And Lastly, whereas Mr. B. affirms, that all Lending ought to be free, and this not only by the written Law of God, but by the Light of Nature; such as was by the Heathen themselves discerned. I Reply, They are very quick-sighted that can read this written in Natures Law, *that all loan ought to be free:* or that, if I lend to another

another, whose wants, all considered, are less than mine, I must take no profit upon the account of this loan ; but the borrower must go away with all the gains. Nature truly holds her ballances more equally than this comes to.

Q. 7. Whether need be always to be supposed in the borrower to make his borrowing lawful ?

Of this mind is Mr. B. saying : *He that would borrow, should have need to borrow, for a needless desire is unlawful.* Again *The Holy Ghost in the borrower presupposeth need.* p. 24. I am not concerned to question the truth of this ; but rather close with it so far, p. 40. That none have a right to our free lending, but such as borrow out of need or necessity, or those to whom we are bound by the common bonds of humanity to extend our Charity.

We have all this while been inquiring concerning the lenders duty : I shall now take occasion from the question proposed, to speak somewhat to that of the borrowers : that things may be weighed on both sides with equal ballances. And to that end shall lay down these following Proposals.

De ben.
I.I. c. II.

I. A three-fold need may be supposed on the borrowers part; (for I believe none borrows, but from some need, either real, or conceited; either of Natures, or their own making.) These needs I find in Seneca stated to my hands. *Of those things (faith he) which are necessary, some obtain the first place, without which we cannot live: some the second place, without which we ought not: some the third, without which we will not.* Or take them thus: There is the need of necessity, of conveniency, of wantonness, and some there are that borrow out of all these needs, taking them severally.

I. Such as borrow out of meer necessity, that they may live, and stave off hunger and nakednes, to them lending must be free, otherwise it will be griping. And
 (1.) This need was supposed in the borrowed God pleaded for, *Lev. 25.36. Dent. 15.7,8.*

(2.) The Heathen that were so strict against Usury, were of that mind, that none ought to borrow, but out of this absolute necessity: which being true, the expressions of these against Usury, will but little advantage the Cause of Anti-Usurers, or befriend our common borrowers, that think wrong done them; if the loan come not free unto them. Saith Rivet, *The Ep. of Winchester himself at length confesseth,* that

that the same thing pleased Moses which did
Plato, that none should demand water of his
neighbour, until he had digged in his own
Ground, even down as far as the Chalke.

This I find in Plutarch, both interpre- Mor. Part.
ted and applied to our matter in hand. 2. P. 471.
Plato in his *Laws* (faith he) suffers not
neighbours to partake of anothers water, till
they had digged at home in their own soyl, as
far as the Clay, and find it void of water.
He means that such h. v. some part of other
mens Goods, (the Law of Poverty pleading
for them) that cannot get some of their own.
Is it not evident, that Law belongs to money-
matters, so that men should not borrow from o-
thers, nor go unto others fountains, till they
have ransack'd their store at home, and as it
were collected by drops what may supply their
use and necessity.

(3.) Is not this the need intended by
the Apostle Paul, Ephes. 4. 28?

2. There is a need of Conveniency :
When men would have somewhat, that
they can live without ; but yet cannot well
want, without some disconvenience to their
Trade, or obstacle to their gain, or more
comfortable subsistence : may men lawfully
borrow, being under this need ? I sup- p. 40.
pose they may : And I find Mr. B. incli-
ning this way, saying. But if thy wealthy
friend have some present, occasional need, (as

the richest may have) then if thou canst spare it, lend in kindness, &c. Mr. B. then saith, if we lend to such, we ought to lend freely, even to the wealthiest and richest men, if they be under such occasional needs: but others, upon grounds forementioned, say otherwise: for why should one be bound to run himself into an inconvenience to free another out of one?

3. There is a need of wantonness.

Ut supra.

p.30.

part. 3. §.
7. p. 327.

(1.) Saith Plutarch: *When men being set on by Luxury, effeminateness and Prodigality, do not use their own, but take up great sums upon Usury from others, being compelled by no necessity.* Mr B. makes mention too of the covetous desire and pride of borrowers.

(2.) Is it lawful for such to borrow? not surely to feed their lusts, luxury, pride or oppression of others; this is soon accorded to on all sides. Mr. Capel makes mention of all three necessities, and excludes the last from the privilege of borrowing: answering the question, *Why, and to whom must we give?* To all, but chiefly to the poor, such as are in need; and need in a case, or in some particular point, may beset a rich man: but when men make their own need, and through pride or folly, do occasion their own occasions and wants; and do desire us that we shou'd give or lend; here we are to with-

withhold and not feed the lusts or humors of men.

(3.) But suppose it be unknown to the lenders, that others borrow on these unlawful designs; ought not such as these, upon discovery pay Use? or may not the Creditor, with a good Conscience, of such, take somewhat above the Principal? No, not according to their Principles; all gain taken on any such score being a sin against Nature, as they say; but I am confident, in this case, not again Justice or Charity, it being against both, that such should have poorer Mens Estates in their hands *gratis*, whiles they are fomenting their own lusts.

2. There be some that hold it unlawful, not only to take, but also to pay Use, or give a gratuity. Ainsworth cites Maimonides Annot. in Ex.22.25, that Learned Rabbi to this effect: only he intends it for the Jewish Nation, whereto Rabbins generally thought the Law of Usury peculiar.

As it is unlawful (faith he) to lend; so it is unlawful to borrow upon Usury — It is unlawful to take use before or after: As one intending to borrow of a man, sends him a gift, to the end, that he may lend unto him: this is Usury before hand: Or he hath borrowed of a man, and paid him again, and sends him a gift for his Money, which he had of him for nought, this is after-Usury, who-

so borroweth of his neighbor, and was not wont in former time to salute him first, it is unlawful for him to salute him first: ---- for it is written Usury of any word or thing: likewise it is unlawful to the borrower to learn the lender to read, --- all the while the money is in his hand, if he were not wont to do so before, &c. strange it is that Eagles should thus catch Flies, and great Rabbies learnedly discourse of trifles. If Mr. J. had hit upon these passages, they would have befriended him in the confirmation of that conceit, that it is not lawful to take a mite or Cup of cold water above the Principal.

Lastly, There may be, and commonly is, oppression in the borrower, as well as the lender: This happens, when men use deceits to finger anothers money; pretend ability, when there is none, promise repayment when they intend it not, wearying out the Creditors with their denials or delays, and many other ways seeking his damage and trouble: these things, I am sure, ought not to be, though the evil and wickedness thereof be but little laid to heart by many borrowers.

I shall therefore say something for discouragement to practices of this nature.

1. Here is a plain violation of truth and faithfulness, which is the bond of humane societies, and pillar of Justice: a good Psalm. 15, man is one that sweareth to his hurt, and changeth.

changeth not : how much more should he keep his word, when he promiseth but to repay what he first received ?

2. It is a direct and open violation of Justice, that calls upon men to give every one his due, *Rom. 12. 8. Ow no man anything.* the Lord requires, that men should labour, that they may eat their own bread, and not live by the sweat of other mens Brows, *2 Thes. 3. 8, 12.* whereas the Apostle saith, *Ephes. 4. 28. Let him that stole, steal no more :* *Estius* thereon, Comments thus : *To Steal is here largely put for to deceive, or unjustly to take away, or detain that which is anothers.* ---- *He here includes restitution :* for he that doth not restore when he can, perseveres in Theft, i. e. in the voluntary withholding of anothers Goods, So *Prov. 3. 27. Withhold not good from them to whom it is due, &c.*

3. Hear Judicious *Calvin* pleading the cause of the Lender, thus : Behold, I depended upon him, he promised to pay me at such a day, that time is past, and I can get nothing from him : he cares not though I and my Family starve for hunger, therefore in such case Justice ought to remedy a man ; so then, if a man be on this wise deceived, it is a clear case, he may take Interest gain, and not for this be accused before either God or Men. We may not therefore stand on the Term or Word.

In Deut.
P. 823.

220. Animadversions on Mr. Bolton's

4. This is made the Character of a wicked man, *The wicked borroweth, and payeth not again*, Psal. 37. 21.

P. 235.

5. As a Comment on those fore-cited Scriptures, I shall recite what is written by the Judicious Author *Of the Whole Duty of Man*. The second sort of this injustice is *Theft*, and of that also there are two kinds ; the one the withholding what we should pay, and the other, taking from our neighbor what is already in his possession. Of the first sort, is the not paying of Debts, whether such as we have borrowed, or such as by our own voluntary promise are become our debts, for they are equally due to him that can lay either of these claims to them ; and therefore, the withholding of either of them is a Theft, a keeping from my neighbour that which is his : yet the former of them is rather the more injurious, for by that I take from him that which he once actually had (be it Money, or whatsoever else) and so make him worse than I found him. This is a very great, and a very common injustice : Men can now adays, with as great confidence deny him that asks a Debt, as they do him that asks an Almes : Nay, many times 'tis matter of quarrel, for a man to demand his own ; besides the many attendances the Creditor is put to in pursuit of it, are yet, a further injury to him, by wasting his time, and taking him off from other businesses, and so he is made a loser that way

too: This is so great injustice, that I see not how a man can look upon any thing he possesses, as his own right, whilst he thus denys another his. It is the duty of every man in Debt, rather to strip himself of all, and cast himself again naked upon Gods Providence, than thus to feather his Nest with the spoils of his Neighbours. ---- But the sure way for a man to secure himself from the guilt of this injustice, is never to borrow more than he knows he hath means to repay, unless it be of one, who knowing his disability, is willing to run the hazard; otherwise, he commits this sin at the very time of borrowing: for he takes that from his neighbor, upon promise of paying, which he knows he is never likely to restore to him, which is a flat robbery.

As for the other sort of Debts, that which is P. 237^o brought upon a man by his own voluntary promise, that also cannot, without great injustice, be withholden: for it is now the mans right, and then 'tis no matter by what means it came to be so: therefore we see David makes it part of the description of a just man, Psal. 15. 4. that he keepeth his promises, yea, though they were made to his own disadvantage.

6. Saith the Moralist, It is a part of the Sen. ad worst Debtor, to rail on the Creditor.

Marc.
conf.c.10.

Lastly, I shall close with the Son of Syrach, Eccles. 29. 4, &c. Many, when a thing was lent them, reckoned it to be found, and put them to trouble that helped them: till he hath received,

See Animadversions on Mr. Bolton, &c.

received, he will kiss a mans hand : and for his neighbours money, he will speak submissly ; but when he should repay, he will prolong the time, and return words of grief, and complain of the time : if he prevail, he shall hardly receive the half, and he will count as if he had found it : if not, he hath deprived him of his money, and he hath gotten him an enemy without cause : he payeth him with Cursings and Railings ; and for honour, he will pay him disgrace. Many men have therefore refused to lend for other mens ill dealing, fearing to be defrauded.

We see, that if these last cited Authors speak true, suppose Usurers be Thieves, (as is commonly asserted) yet there be many borrowers that may be enrolled with them, and bear part of the denomination : though this will not justifie the faulty among either sort ; but it becomes both the one and the other, to mind honesty in their Dealings.

Animad-

ANIMADVERSIONS
 ON
Mr. CAPEL'S
DISCOURSE OF
USURY,

In His TREATISE OF
TENTATIONS,

P. 262, &c.



HE Place that is
 chosen by this
 Reverend Divine
 for the Foundation of his Dis-
 course being No-
 blem. 5. 11. Re-
 store to them even
 this day, &c. I

shall not let the same pass without some
 remarks thereon. I have in my Reply to
 Mr. Fel. asserted the case here handled to
 be extraordinary. That it was such, it ap-
 pears

pears from the present unsettled condition
of this People, being but lately returned
from their 70 years Captivity ; from the
Heathens watching all advantages to sur-
prise them in their weakness , divisions,
V. 14. 15. and disfettlement : From the Governours
18. forbearing to receive what belonged to
him as such, and others before him had
taken ; and he himself , 'tis like ; would
have taken at any other time : as also from
their yielding up their Mortgages that ve-
ry day , notwithstanding their disburse-
ments thereon : whereas by *Moses Law*
they were not bound to surrender them
till the Year of *Jubilee*, or till a Redemp-
tion was made. And Lastly , from the
frank forgiving of dues and debts : All
which evidence the Case to be more than
ordinary ; and therefore not so fit to make
an ordinary and constant pattern , save to
a People or Persons under the like Circum-
stances that these were.

Mr. C. Represents their Condition much
at the same rate, when he says ; *Else it
could not be imagined, that in their bondage
the Jews should thus have granted one upon
another : The place, the time, the scandals,
besides the express Law of God, one would
have thought should have made them for-
bear.*

Even if you will not allow of this last argument, you will yet find it available to Mr.

Mr. C. begins thus; *The matter here is a Case of restitution of Lands and Moneys gotten from the Poor by Usury: So our last Translation reads it, v. 7. The Hebrew is Burden.*

Reply 1. Let that be observed: the word is neither *Nesheck*, nor *Tarbith*, the terms Scripture is wont to express Usury by, and Increase; but *Massa*, a *Burden*. And so translated by Jun. and Trem. *Onus unius cuiusq; Impositum alteri vos Exigitis.* I know it passeth for currant, that the practice here reproved by *Nehemiah* was that of Usury; Though there be not one word in the Original that expresseth *Usury*, setting aside the general term *burden*. And there being other Burdens they might have laid upon their Brethren beside Usury) unless this must bear the burden of all Exactions and Oppressions whatsoever) and these appearing to be some different burdens from that, it will follow that the practices here blamed cannot be proved to have directly violated the law against usury.

2. Let them be examined apart.

1. The first burden we meet with is, v. 2. *There were that said, We, our Sons, our Daughters are many; therefore we take up Corn that we may eat and live.*

If this Corn had been taken up by them under an Engagement to restore double, or any Increase, it had been Usury by the Law forbidden, but this no way appears

to be so : and in all likelihood was not. For they returning newly from Captivity poor and needy, having a great charge of Children, and now working on a publick account; do desire at least their Corn be allowed them on a publick Account: and for the future not to be forc't to pay, or enter promise to pay for the Corn taken up by them for a Livelyhood. Thus Diodore: Take up, i. e. whilst we work for the publick good, let our food at least be provided for, either by the contribution of rich men, or by some publick liberality. Thus Diodore: and the motion being reasonable, makes the interpretation seem as probable.

The next burden is mentioned, v. 3. Some also here were that said, we have mortgaged our Lands, Vineyards, and Houses, that we might buy corn because of the dearth. Neither can this be proved to be the sin of usury, but some other oppression. For the persons to whom these Estates were mortgaged, either gave for them an under-value, or the full value; If the first be true, so that they wrought upon the necessities of this poor people, and gave them not the full value; this was the sin of oppression; even of oppression in buying and selling; which is by God prohibited in this particular of mortgaging or selling Estates, Lev. 25. 14, 17. But if they gave the

See Ezr.
3.7.

the full value for the Houses, &c. This surely had been lawful at any other time, save such as this; and the Law of redeeming Estates thus morgaged supposeth it; *Lev. 25. 24, 25.* And who would sell Lands or Houses, but men necessitous? And it seems from the History of *Naboth*, they might not chop and change Inheritances at pleasure.

3. The third complaint we have v. 45. *They borrowed Money to pay the Kings Tribute, and that upon their Lands:* These 'tis like, being made over, or morgaged by securing the money borrowed: and there was a further ground of Complaint; that hereupon they were necessitated to sell their Sons and Daughters for Bondslaves.

This was oppression contrary to another Law mentioned, *Lev. 25. 39, &c.* *They shall not be sold as Bondmen,* v. 42.

The Aggravation of this oppression we find, v. 8. Whereas *Nehemiah* with some others had just before shewn their pity and kindness to their Brethren, in Ransoming them out of Captivity: these presently after design to make their Market of them, by selling them again, or taking them for Bondslaves to themselves.

4. The Complaint in v. 7. hath a respect but unto the foregoing grievances; it being their complaint taken up and managed anew by *Nehemiah* in his contend-

28 Animadversions on Mr. Capel's

ing with the Nobles. We read, 'tis true, *ye exact Usury*; but nearer to the Hebrew it is, *ye exact a burden every one of his Brother*; or, *ye Exact a debt or Loan*; so Buxtorf renders the word by *Debitum, mutuum*. And then it was not Money for use that they exacted, but the principal; whereas they should have forgiven their Brethren that were poor, and even brought to starving: and for the confirmation of this sense makes what we read, Neh. 10. 31. Amongst other things they there Covenant, *to leave the Exaction of every Debt*. And so they were bound to do every seventh Year by God's Law, Deut. 15. 1, &c. Every Creditor that lendeth ought, &c. What we render *ye Exact Usury*, the 70. only read *ye Exact*, leaving out the substantive. And Dr. Hammond confesses, the word may signify, *to Exact or require back the loan*; the which he proves by comparing it with other places.

5. All the doubt then remains of what is written, v. 11. Where they are called on to restore the hundredth part of the money, -- that they had Exacted.

This Hundredth part of Money, Corn, Wine and Oyl, thus exacted by the Nobles and Gouvernours, Mr. C. after others, takes for granted to be Usury that they took, but cannot settle whether it were taken every Month, or once a Year only:

A*m*
d*u*
r*e*
Pract.cat.
P.315.

s. c.

i.e. Whether it were after the rate of one, or twelve in the Hundred. But I believe it was neither one nor other ; but rather some other way of exactation than by Usury ; and my reason of this conjecture I take from what the Governour himself saith, v. 10. *I likewise, and my Brethren, and my Servants, might exact of them Money and Corn.* Which way might he and his have exacted Money and Corn of their Brethren? I dare say, he meant it not by way of Usury, which was expressly against the Law : for this had been a frigid, Je-june reason to diswade from Usury, to say, I and others might have done so as well as you ; the thing in question too being under Divine prohibition. Upon the whole it seems to me not an improbable conjecture, that this hundredth part was exacted by them as Officers and Rulers among the people, for so they were, v. 7. Chap.

11. 1.

The forbearance of *Nehemiah* toward the people, you may see, v. 14, 15, &c. Whereas other Governours before him, had been chargeable to the people, and had taken Bread and Wine, and Silver of them ; and their Servants bare rule over them : In this *Nehemiah* was not chargeable to them ; for neither he nor his Brethren did eat the Bread of the Governour, for the space of 12. years : and it seems he per-

perswaded the other Rulers to have used the like forbearance towards this people, and not have exacted at this time that part of the Corn and Wine, &c. that belonged to them. This I take to be the Genuine sense of the place : The sum of *Nehemiah's* disfashion being ; *I Pray let us leave off this burden*, v. 10.

3. Thus I have endeavoured to clear, that it was not Usury, but some other oppressive burden they are here reproved for. But to my purpose it matters not much, whether it were this or that : for let it be granted, that the thing blamed was Usury, and the case was not extraordinary : yet the condemnation of all Usury amongst Christians cannot be hence inferred. For,

v. 2.
1. These were poor, so acknowledged to be by Mr. C. himself : and the History speaks it sufficiently (though Mr. Jel. would hence prove, it is not lawful to take use of the rich.) Now the Law was express, they might not take use of the poor, *Exod. 22.25.* Yea they were commanded to relieve him when fallen into decay, and not to lend him their money for Usury, nor Victuals for increase, *Lev. 25. 35, 36, 37.*

2. They exacted usury of their Brethren, v. 7. I cannot be perswaded they might have exacted Usury of a Stranger that

that was poor, and borrowed to keep himself from starving, (though Mr. Capel saith p. 267. the Jews might have put their money to Use Marg. to a poor Stranger, though not to a poor or rich Jew.) This was the Jews peculiar, they might not take Use of their Brethren, those of their own Nation whatever he were. The former being law of nature and charity, that enjoyns acts of Common humanity. This latter was a law Political, that intended acts of peculiar kindness, Deut. 23. 19, 20. They might lend upon Usury to a Stranger, but not to a Brother: though mostly it was the poorer sort among the Jews that borrowed. Hear Mr. C. speaking to the same effect: *The Law doth urge it most, that it be not done to the poor Jews; was it not because the Jews were then too noble and generous to go a borrowing, except it were the poorer sort? what should the Law then forbid that to be done by rich men, which most rich men never did?*

The usual shift here is to say, that by p. 266, 267, Stranger, is meant the Canaanite, whom they were bound to kill. What? bound to kill him, and yet might lend him money? bound to have no society with him, for fear of infection, and yet might have Civil Commerce with him? A thing incredible! this is an arguing that cuts its own Throat.

232. Animadversions on Mr. Capel's

In Luc.
6.35.

The Jews themselves, with their Learned Rabbies, always understood the Law, of a Stranger indefinitely, as *Grotius* asserts: And how could they understand it otherwise, when Stranger and Brother are opposed in the Text? was the Egyptian or Assyrian their brother? if not, then the Jews were not prohibited to lend to these upon Usury.

p. 266.

Mr. C. The Law I know permitted it to the Jews, to the Stranger; what of that? It follows the rather, that it is of it self a sin, because permission is of sins, not of duties.

Reply 1. It is well known, there is a Medium between sins and duties; things indifferent are neither sins nor duties, which may come under an exception or permission in Political Laws. Some permission (saith *Grotius*) gives a right to do a thing, for thus he writes: We will speak something more distinctly of things permitted, For the permission which is by Law (for that which is of the naked fact, and signifies the removing of the impediment belongs not to this place) is either full, which grants a full right to do a thing lawfully: or is less than full, which only grants impunity amongst men, and a right that no man may lawfully hinder him.

2. Is it credible, that God by a Law positively permitted sin? or tolerated what

what is in itself sinful, and against the very Law of Nature ; even such a sin as the Heathens of all sorts, viz. Poets, Orators, Historians, Philosophers, all cryed shame upon ? a sin that is in it self Theft, as bad as Adultery ? would it consist with Gods Holiness, thus to permit Adultery, Murder or Theft ? for either these would be sin after such permission or not ? if they continued sin after permission granted, would it not prove a blemish to the Holiness of Gods Law ? but if these ceased to be sin by the permission, hereby an alteration would be made in the very Law of Nature, which will not be easily granted. *Grotius* faith, De Jure. *The Law of Nature is so unalterable, that it cannot be changed by God himself.* Let them not tell us, of the spoiling the Egyptians, and killing the Canaanites ; the Israelites asking or borrowing being not in it self unlawful (as they say Usury is, and that it cannot be made good by any circumstance) neither killing an enemy, that deserved death by his wickedness, when commissionated also by sufficient Authority, as they were in both these instances.

3. But what talk they of a permission ? this was more, even an allowance ; for in the Original there is no difference in the manner of expressing, as there is in our English Bibles : which if so, why should one be

be barely a permission, when the other is a Command or Prohibition?

p. 291. 4. It shall be granted (if that will serve their turn) that to some Strangers they might not lend upon Usury: but those are such as are excepted by the Law it self; and they were poor Strangers, and such as were become Brethren in the Faith; as Mr. C. in his Appendix observes from *Ainsworth*.

App. d. 290. But that by Stranger, is meant the Cursed Nations only, he would prove from hence, Because the Jews stood generally bound to shew all mercy, especially to common strangers, Heb. 13.2. The Fatherless, the Widow and the Stranger, go hand in hand together in the Word of God; now Usury being no act of kindness and mercy, but rather the contrary, &c.

Reply 1. The Jews were to shew more kindness to those of their own Nation, then to Strangers, as appears, beyond denial, by many other Political Laws besides this.

2. And though free lending were an act of kindness (as the borrower found) yet it hence follows not, that taking moderate Use is in it self an act of unkindness; acts of justice and equity coming between acts of Charity on the one hand, and acts of Oppression on the other.

Mr. C.

MR. C. The most that can be said is, that p. 265.
the Usury-taker pays the Use willingly; and
where a man parts with his money willingly,
restitution is not of force. Judas might
have retained the money, with the good con-
tent of the Priests, who gave it will-
ingly; yet he did restore it, and was bound
unto it.

Reply 1. These are but fair shews: the
ground work here was rotten: a Pack of
Knaves bargaining for the price of innocent
bloud; the one side hiring the Betrayer,
the other for filthy lucre actually betraying
or selling his Master: the foundation in the
other Contract is lawful, viz. the lending
and borrowing of money.

2. In the former Compact, the betraying
of the Innocent had been abominable, and
would have called for Repentance, if no mo-
ney had passed on that account: they will
not say so of the latter Contract.

3. Here the Chief Priests hired *Judas*
to do mischief: does the Creditor by the
money he lends, or the borrower by the
Use he pays, hire each other on this de-
sign?

4. Had the money been given *Judas* for
any kindness or good service done them,
what had been herein blame-worthy?
whereas the money the borrower pays, is
returned upon such account.

Mr. C.

Ibid.

Mr. C. And were this good Divinity, then a great deal of that which comes in by briberie and dicerie may be lawfullie and comfortably kept.

Reply 1. The consequence fails, what comes in by bribery indeed ought to be restored: There are two things that difference the case.

(1.) Whereas Bribery is a reward taken for the selling or perverting of Justice; Let it be remembred, that those who are concerned in the administration of Justice, have their reward or fees fixed and stated, to be payed them either out of the Publick, or by the partys concerned; now when such take beyond and besides such allowance, this is to be paid twice for the same office and service: but is the Creditors case the same? is he otherwise rewarded for the kindness he shews in lending his money?

(2.) The next difference makes the weakness of the arguing yet more apparent: for bribery is a gratuity or free gift; & yet being bestowed on such account, is sinful both in the giver and taker: But a gratuity or free gift communicated by the borrower, is commonly acknowledged by themselves to be lawful, and may be both safely given, and safely taken, though the borrower therein have an eye to the kindness done him by the loan.

[2.] As

[2.] As to the Argument from Dicery.

1. The ground-work is rotten, Dicery being generally held to be unlawful, because a Lottery; and so not like to lending.

2. If Dicery were lawful, yet it were not commendable to venture at it more than the sport or recreation is worth: No man is so Master of his money, as to cast it away at hap-hazard; but where the gains and losses are small, and recompenced by the sport or recreation, I see not the necessity of restitution: Whereas, with Mr. *Jel.* and his Authors, the smallest gain, such as a Cup of Cold Water or a Mite, were unlawful to be taken upon the account of money lent, and then I think, upon the supposal of such receipts restitution must be made.

Mr. C. Then I say, that though it be not Ibid. against the will of the borrower, that the Usurer should keep the Use, yet it should be.

Reply 1. There are (faith *Grotius*) two things required to the transferring of a right, and these are *will* and *power*: here it is supposed that the borrower is willing to pay this Use, what is then wanting? a lawful power; if so, doth either the Law of God or Man forbid it?

2. The

2. The borrower may give a gratuity; yea and ought to be thankful, and return kindness for kindness, if able, what hinders then? may he not give it in case the Creditor expects it? or because of the Compact past, whereby he is bound to give it? but these bonds he freely and willingly enter'd into, and *volenti non fit injuria*, saith Mr. B. And if he may give it freely without a Compact, why may he not give when he is under a double obligation, to wit, that of kindness and promise? these are such niceties as will puzzle the Consciences of the plain and honest-hearted, if not of wiser and more discerning persons, how to put a difference between them.

Append.
p. 290.

Mr. C. Hortensius did borrow Cato's Wife & friend upon; Hortensius was willing, Cato was willing, his Wife was willing, and yet this was sinful.

Reply: Who doubts it? 1. All that this will prove is, that there may be sin committed in transactions passing between men, where yet all partys are willing; but rightfull power wanting to do so.

2. I hope borrowing of Money is lawfull, is borrowing of Wives so?

3. The Creditor may at least lend out his Money to another, may Cato lend his Wife so?

4. The

4. The borrower may return a gratuity, and be willing so to do, without sin; but may *Hortensius* as lawfully hire another Mans Wife, and pay for the hire of her? See the strength of such arguing!

Mr. C. Lastly, He seems many times to be p. 266. willing, because he cannot tell how to help it; the Traveler gives his Purse to the Thief, because he cannot do otherwise, or at least dares not, &c.

Reply 1. That is, in other terms, the borrower cannot tell how to get Money for to buy a bargain, stop a gap, or use Merchandizing with, for nothing: if he could, 'tis likely, he would never pay Use. And at the same rate, are there not many that borrow, that would detain the Principal, if they knew how to do it, or if left to the choice of their wills? that do as unwillingly refund the Money lent them, as the Traveler parts with his Purse to the Thief? *The Wicked borroweth, and payeth not again.*

2. The Traveler delivers his Purse to the Thief, and that prudently, to save his life; but it is unlawful, say some of them, to pay Use, as well as to take it.

3. The Traveler meets the Thief against his will: the borrower out of choice, and of his own accord applics himself to the lender, and seeks him out.

4. Is

4. Is not here as great a willingness, as in other Contracts: Many would not buy, if they could haue for nothing; though I know *Abraham* was otherwise minded, and *David* too. Many men that take pains for livelihood, would not, if they could tell how to help it: and so, 'tis beyond doubt, they would not pay Use for what they borrow, if they knew how to have their wants supplied otherwise: But observe, there is no violence or constraint offered the mans will or person: here is no fraud or deceit used to blind the understanding, and thereby to work the will to a compliance. If a wealthy borrower like not the terms, though within the compass of moderation and prescription of the Law, he may let the loan alone, there is no wrong done: Neither the Law of God or Man lays an engagement upon another to lend to him freely. If he agrees to the terms proposed, here is consent, and as much willingness, as useth to be in the buyer, who not seldom is with much ado brought up to the sellers price. All the doubt then remaineth, whether the Debtor have a sufficient power to transfer his right to the Over-plus he pays; and why not? seeing he may give a gratuity, and may lend so much another time to his friend, and there is no Law forbidding him: whereas there was the Law of Nature forbidding *Care* to lend his Wife to another,

uother, how willing soever both he and his Wife were; The more of the will in such practices, the worse on their part; but the more of the will in the case before us, it is not the worse, but rather the better.

Mr. C. Zacheus did offer to restore what he fetcht in by forged Cavillation, he might like enough have kept it, &c. Ibid.

Reply: What *Zacheus* had gotten by forged Cavillation, good reason he should make restitution off: so should such as have over reacht others in bargaining; and so should they that take increase, if it were of that nature as they represent it: and so in truth should every one that is guilty of oppression or hard dealing, under the name of Usury. But in other things that are not clearly stated in the word, and continue disputable between good and learned Men. I think the Apostles practice may prove a good President; who in another case was as 1 Cor. heedful as well could be, that he might 7. 35. not cast shales and expose those he wrote to, to needless scruples and distractions of spirit.

Mr. C. The Heathens of all sorts have condemned this sin by the instinct and light of p. 287 Nature, and therefore it could not be a political Law of Moses.

Reply 1. Cato, I perceive, was one of thosc Heathens, that by the light of Na-

242 Annotations on Mr. Capel's
ture condanneth all Usury; for, saith Mr.
Jel. after B. Hall, Cato severely punisht Usu-
ry, and drove them out of the Commonwealth.
Let it be remembred by the way, that this
Cato who was against all taking gain for the
loan of Money, was not against taking gain
for the Loan of his Wife. Hortensius (saith
Mr. Capel) did borrow Cato's Wife to breed
upon, and had her, and did return her to Ca-
to rich, when he had served his turn on her,
Or. Strange it is that he who was quicklighted
in Natures light, as thereby to boggle
at the loan of mony upon Usury, should not
by the same light boggle at this baser Usury!
only I fore-see a Reply that I shall let pass
unmention'd.

Mr. Bol-
ton's Dis-
course

p. 20.

2. It is apparent from their own rea-
nings, that the Heathen commonly practi-
ced Usury, or they think that they did so:
for this is brought in by Mr. B. as one rea-
son why God permitted the Jews to exer-
cise Usury toward the Heathen, namely,
The injustice of the Gentiles with whom they
did Traffick, such as they would be sure to
exact Usury of the Jews. How could he be
sure of this, if it were a sin against Natures
light? And seeing Mr. B. speaks of those
Nations they might Traffick with, how
could he by Stranger understand only the
Canaanite or those accursed, Nations with
whom the Jews were forbidden all Traffick?
3. Sees it not an unlikely thing that
God

God should by Law tolerate his own People in such practices, which the Heathen, yea all sorts among them condemned by the light of Nature?

Dub.
Evang.
par. 3. p.
675.

If every Usury Contract (saith Spanbros.) were formally and in its own kind sin, and a sort of Theft; then God had long ago cherished such sins; when by his Law he permitted to exact Usury from a Stranger. What a reflection would this have been on the Divine Law, to have granted that which Natures Law condemns? what a stumbling block in the way of the Gentiles? would it not have given too great occasion to their prejudices against that Religion which had God for its Author? and do not the Christians commonly find fault with the Heathen Law-givers for things of this nature?

4. And it is to me as great a wonder, how the Heathen could see that to be so horrid a sin by Natures Light; and that unanimously, all agreeing therein, when many Holy, Learned, Judicious men, that have the Scriptures to guide them beside and beyond the light of Nature, cannot discern this sinfulness in Usury duly stated; but have pleaded the lawfulness thereof.

Hear Mr. C. himself saying; *And yet I hope Learned Men [much more Learned Christians] should best and soonest find out what is written by the Law of Nature in their hearts.* I cannot be persuaded that Cato

could see farther into things of this Nature, than *Calvin*; or that an *Aristotle*, a *Plutarch* should be better acquainted with causes of Conscience, than *Amesius*, *Perkins*, *Baxter*.

5. Understand me in the foregoing branches speaking of Usury in the same latitude, that it is taken by those I oppose; but I have all along granted there is an oppressive Usury which the light of Nature may be sufficient to condemn, (as it doth the like extravagances in buying and selling) and this having been in most Ages too commonly practised, might justly incur the indignation of the wiser and better sort among the Heathen. Take the testimonies of two Learned men in one, speaking to the same effect.

Spanhem.
Dub. Ev.
part 2.
p. 572.

As for the contrary testimonies, whether of Pagans or Fathers, they are to be understood in a limited sense, not absolutely: for some are too rigid, some speak not of all Usury, but only of biting Usury, immoderate and exacted from the poor, or attended with the damage of our neighbour, and of an Usurary kind of living, which is deservedly odious to all good men, and was long ago by Lycurgus cast out of Sparta. The which hath been well observed by the famous Hugo Grotius, l. 2. de Jure, &c. c. 12. §. 20. What is said by Cato, Cicero, Plutarch and others against Usury, respects not so much what is

intrinsical to it, as what is wont to attend and follow it.

6. I have made inspection into Plutarch my self, and find the Usurers by him inveighed against, took Use every Moneth, and Use at first lending, and Use upon Use, (which he represents by the superfaetation of the hare) and other fraudulent dealings of theirs he there speaks of, as naught in themselves, so against the Laws then in force.

Mor. Part.

2. p. 471.

*De vitando
ere alieno.*

Mr. C. We have it forbidden in the N.T. P. 267.
Epitament, where Judicials were out of date,
Lend, hoping for nothing again.

Reply 1. It is an apparent mistake, to say that Judicials were out of date in Christ's time, they not expiring till 40 years after, when their whole polity was destroyed by Titus: the which, for ought I can see, had for the most part continued to this day, had not their Commonwealth been dissolved, excepting what was typical and discriminative of them as a peculiar Church: and Mr. C. himself, pleads for the standing power of a Political Law of Moses, even in Christ's time, when he justifies the Disciples plucking the Ears of Corn, Mat.

12. 1. Let Grotius decide the Controversie, saying, — It can be proved by no argument, that the Law of Moses, as concerning Judicials, ceased before the City Jerusalem

P. 271,
272.

De Jure,
Sc. p. 24.

Salem was demolish'd; and with this both the kind and hope of the Commonwealth fell; for neither in the Law of Moses is any term predefined: neither Christ or his Apostles anywhere speak of the cessation of that Law, save as far as it might seem to be comprehended in the ruine of the Commonwealth, &c.

Politicals then were not out of date in Christ's time, as Mr. C. would persuade us.

Discourse
p. 58.

p. 8.

2. I am very secure (upon reasons formerly given) that our Saviour here never intended the condemnation of all Usury. And Mr. Bolt himself understands it not as spoken directly against it, but only by consequence. For thus he writes; *Where Lending is commanded, without providing for indemnity, in giving the principal, if so their Brothers need truly require: much more without requiring an overplus above the principal; which Christ saith in the same place, even sinners would do.* Elsewhere, our Saviour gives this testimony to the very sinners of his time among the Jews, that they would lend one to another, that they might receive so much as they lent, &c. When he gathereth that in his sense, a *Lend*, hoping for nothing again, is not to be understood without limitation. For 1. In many Cases it is lawful to receive the principal again. 2. Whereas Mr. B. saith we are not to receive the principal again, in Case our Brothers

thers need truly require it, we will grant, that much less, in the like Case may an overplus be received. 3. Our Saviours intent (according to him) being to take men off from contenting themselves with doing what the sinners then did ; and what they did was a lending to those that would befriend them another time with the like kindness ; It necessarily follows , that this Lending, hoping, &c. was not absolutely condemned by our Saviour, but only with respect to the poor and needy. 4. And if this be true, down falls Mr. Jel's definition grounded on this Scripture.

Mr. C. *The Usurer is bound to restore, because he hath no true Title (Jure Divino) no not in strict Justice to what comes in that way.*

Reply. If so, I would know what is more required to make the Title good ? for though propriety have its foundation on the Divine Law, yet it is the Law of man that actually divides betwixt mine and thine ; and setteth Landmarks and boundaries to each mans propriety. Christ himself tells us, saith Doctor Hammond, Pract. Cat.p. that his Kingdom is not of this World, that he came not to interpose in secular affairs 298. (such are the the proprietis of men) but disclaimed, having any thing to do to be a Judge or Divider among men.

De Jure
P. 10.

Let us hear *Grotius*. We must also know, that the Law of Nature not only passeth upon those things that do exist without the will of man, but also upon many things which follow the Act of mans will; Thus propriety, such as is now in use, was brought in by mans will; but that being once brought in, the Law of nature declares it to be wicked for me to take away what thou hast such a propriety to, &c.

Now here in the Case of Usury the Law of man interposes, and the consent of the Borrower; and somewhat valuable on the Lenders part: for I cannot be persuaded but that the Loan of money is worth money. And Mr. B. though he starts this Objection thinks not good to deny it, but only endeavours by declining to avoid the force of this Arrow. And Mr. F thought it the best way to let it alone.

Upon these considerations foresaid, what is wanting to beget a title to this money spoken of I cannot see: The matter it self being political, is capable of limitation by the political Laws of men, keeping within the compass of a general equity. The question of Usury being concerning things political, as well as that concerning thievery or murder, and property; I see no very

reason why the handling thereof should be so peculiar to Divines, as that a *Grotius* or *Salmasius* may not concern himself in debating it, whatsoever Mr. C. suggests to the contrary.

Append.
p. 293.

I am not much concerned in the School-
mens opinion, and what he replies upon it:
The former (as represented by him)
holding, that in Cases of necessity, the di-
stinction of humane propriety, being ground-
ed on mens Laws ceaseth, and ought to give
place to the Law of Nature, which teacheth
self-preservation.

Although I have prepared some Ani-
madversions on what is hereby him deba-
ted, yet I have chosen to pass them over,
because somewhat foreign to the question
I am concerned to vindicate, and because
I would make this Discourse no larger
than is needful: But they that have a
desire to be satisfied in the question, how
far the Laws of propriety are to give place
to that of self-preservation, may find it
stated by *Grotius, de Jure Belli & pacis*, l.2.
c. 2. §. 6.

Mr. C. But when both parties gain, who
is bitten? The Commonwealth say I, that is
hurtful to the Commonwealth, which is a
burden to the most, and those who have most
need.

Append.
p. 289.

Reply 1.

Reply 1. I doubt his proof is lame : the more of Traders, the cheaper mostly are Commodities. If none should be Traders, but such as are monied men, then such Traders would be fewer, and by consequence the Trade being in the management of the hands of few, Commodities would be dearer and scarcer than they are, both upon the account of the paucity of sellers, and their indifferency in parting with the Commodity, unless the buyer comes up to their demands. This is apparent if applied to foreign wares : for the bringing in whereof, I do not know that they that have money are bound to lend to the Merchants freely, that they might sell the cheaper : neither can I be persuaded, that if they borrowed freely, they would sell much the cheaper ; but the gains would remain in their own Coffers, and the poor pay as dear as before : and would not things bear the same price, and come to the same Market, provided the Lender entred fellowship, and bare a share both in the losses and gains ?

2. All Commodities sold, are either such as are necessary, or such as are only convenient or superfluous : the measure in the former commonly is scarcity, the measure of worth in the latter is mostly fancy, or the will of man. So I learn from

from Grotius, *The most natural measure of every thing, What it is worth is scarcity,* p. 232.
As Aristotle rightly shews: but this is not the only measure; for the will of man which is the Lord over things, desires many things more than are necessary.

Mr. C. Now Usury being no act of mercy and kindness, but rather the contrary; it cannot but follow, that the permission to lend upon Use to the Stranger, must not be meant of ordinary Strangers, to whom they were to shew all kindness and compassion, but the Strangers of those cursed Nations, whom they were bound to bite and eat out.

Reply 1. This hath been answered before. It is a sign men are hard put to it, when they make use of such weak shifts and evasions; for so I must call it, there being so little footing for it in the Scriptures (from whence alone they can take it) And why should they distinguish where Scripture distinguisheth not, nor gives any ground towards it; but rather the contrary?

2. As to the enquiry, whether Lending upon use be a favour or no? I say that free lending was a greater favour to the borrowers: and this was requisite for the Jewish Commonwealth and Polity; for otherwise they would have lost the benefit of some other political Laws; such as were the forgiving of debts every seventh, and

and the releasing of Morgages every Fiftieth year. But for Commonwealths addicted to Traffick, I doubt not to say that Lending on use is beneficial, yea necessary: that money being hereby employed this way, that would otherwise be diverted (and that without wrong to any man) to other uses; or else be hoarded up. Every mans concernments leading this way, besides the ordinary ingratitude, unfaithfulness, and undue delay on the part of most Borrowers.

3. Neither is that true; that the Jews were to shew *all kindness* to ordinary Strangers: kindnes indeed they were to shew: this Common humanity bound them to, if there had been no express Law of God in Scripture requiring it. And hereupon I advance, and say, that lending upon use was consistent with Common kindness, being they might thus lend upon use to a Stranger, to whom yet they were enjoyned to shew kindness. But I am yet to seek that they were to shew *all kindness* to Strangers, whether you understand it of kinds or degrees; It is apparent there were several kinds and degrees of kindnes they were to shew toward their own Nation, the which they were not bound to shew to others: this is evident from several Laws given

that Nation, as before hinted, and amongst the rest this of Usury.

Whereas he saith, *That Usury is no act of kindness and mercy, but rather the contrary.* This needs a little examining before it have a let pass. Let it be still remembred, there is a *Medium* between acts of Mercy or pure Charity and uncharitableness, viz. Acts of Justice. Thus buying and selling, which are acts of Justice, are not properly acts of Charity. *One sells me Corn (saith De benef. Seneca) I cannot live, unless I buy it: but I. 6. c. 14. I owe not my life, because I have bought.*

Though *de eventu* such acts of Justice may prove charitable, and ordinarily the buyer is advantaged thereby as well as the seller. The like I say, of lending upon Usury: it may be an act of Justice, though not of Charity: though *intentionally* it may be a charitable act, the lender designing his neighbours advantage, besides his own: & *eventually* also it may prove an act of charity or kindness, when the borrower comes off a gainer by the contract. And so it is really a kindness, where the lender takes but 2 or 3*s*, whereby the Law he might take 6*s*.

5^o But whatever this lending upon Usury be, it is granted that lending freely is a greater kindness to the person receiving: yet the consequence is lame, that if lending upon Usury were a favour, they should thereupon

upon be enjoined to lend upon Usury to a Jew, for that free lending of the two, was a greater favour: giving is a greater favour than selling; what then? must all selling be exploded to make room for giving only? - this would prove as absurd in it self, as it would be prejudicial to the interests of persons and Nations.

Mr. Ainsworth (quoted by Mr. Capel) saith, *That so Strangers who were brethren in the faith, they might not lend upon Usury.* Is this not rather against, than for him? would it not follow hence, that to Strangers which were not of the Faith they might lend upon Usury? and again it would admit of an inquiry, whether they might take Usury of the Canaanite, or any of these accursed Nations when they were proselitized, and become brethren in the Faith? If not, (as I think they dare not say it) upon the whole we shall find the case of all Strangers to be alike in this question of Usury.

p. 294.

Mr. C. Starts an Objection, *Is it not fit I should have rent for my Money, as well as for my Land.* The sum of his answer is: When Money is lent to a poor man for bread, here it is acknowledged to be unlawful to take gain; but not so take Money for a piece of Arable Land, which this poor man rents at an indifferent rate, so provide bread for him and his;

his, or to pay Money for an house he dwells in.

Reply 1. If I am bound to help my poor neighbour; is it not all one, whether I give him twenty shillings out of my Purse, or abate him so much in the Rent of House or Field he hires of me?

2. Suppose to a poor man one neighbour lends twenty shillings; and a richer than he lets his House to the same person: the former being bound to lend his Money freely to this poor man, may the other take his full Rent of him? I think, both the one, and the other, in case of extremity, are bound to shew charity to this poor man; as the one lending freely, so the other abating in his Rent; or else the burden would lie unequally on these two Mens Shoulders.

3. Let what follows serve for an answer to this and the like Objections: that such arguings are usually guilty of a confusion of Charity and Justice; They consider what Charity requires on the Leaders part, and they observe and set against it what is just on the Setters part. It is just on the Setters part, say they, to require the Rent for the House; it is just also, say I, on the lenders part, to take Use for his Money: but yet in this case before us, wherein the poor mans

256 Animadversions on Mr. Capel's
mans condition is considered, Justice
must give place to Charity on both
hands ; the one for Charities sake must
lend his Money freely ; the other for
Charities sake must deal favourably with
him, setting his House at a cheaper rate :
and in some Cases, the one must be con-
tent to forgo his Rent, and the other to lose
his Principal.

*Ceterum sciendum est latius patere Cha-
ritatis quam Juris Regulus. Grot. De
Jure, &c. p. 342.*

For a Close to my Discourse, I shall
lay down a dissuasive from unchar-
itableness in censuring Men for Dea-
lings in Civil Contracts, farther than
they have just ground for so doing. This
dissuasive I shall strengthen with a double
ground.

1. Because there is a certain Lat-
itude in these Civil Contracts wherein
Justice walks : the highest or lowest de-
gree of which latitude it were hard
for any to charge with injustice. This
is observed from *Grotius* out of *Aristo-*
tle.

*It is most true (faith Grotius) what
Aristotle hath written, that a certitude
cannot be found in Morals, equally as in
Mathematical Sciences : which therefore
happens, because Mathematical Sciences
separate forms from all matter ; and be-
cause*

cause the farms themselves for the most part such, that they have no Mediator; as share in no heritable rights and crookedly. But in Mortals, where affinities change the master and the farms whereby 'tis altered, have somewhat placed between them in that interval, that approach is made sometimes nearer to one, sometimes to another extreme: so that between what ought to be done, and what ought not to be done; the middle is that which is lawful to be done; but nearer sometimes to one, sometimes to another extreme: whence an ambiguity happens, as in the drowning of a day, and in cold water swimming.

Thus then, what is right or lawful, in things of this nature, consists not in an indivisible point, so as that all that go near this side, or that do not run themselves by ground on injustice, so long as they keep within the general bounds that Nature, Scripture, Reason and approved Customs have prescribed to things of that nature.

2. As long as Interest is allowed by them as lawful, it is not easy to condemn another of what they call Usury; especially when it enters not the bond, and the increase taken be moderate: for who can judge of another Mans concerns, so as peremptorily to say, he hath suffered no prejudice by the loan, or that he might not have in the mean time improved the same money to his own advantage? Yea, and some

Anti-Usurers will allow of a Contract also for this increase; supposing the Principal be not sufficiently secured, or any damage be probably foreseen: in such cases, they say, it is not Usury, but an honest recompence for the hazard that is run, or the damage probably foreseen, or foregoing the opportunity of improving his Estate.

Therefore I say, on these accounts, if there were no other, there should be a forbearance of rash censuring: it becomes every man to look to his Conscience, in such and the like Dealings and Contracts: that nothing be done to the prejudice of Christian Charity, Moderation, Equity and Prudence; but in all things to be careful to do to others, as in the like circumstances they judge it reasonable others should do to them: yet as you will no doubt be desirous to have some general points of Manners and Customs the Colonies have observed, I will give you a short account of those.

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